



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 ELM STREET, SUITE 500
DALLAS, TEXAS 75270

**SPECIAL NOTICE LETTER
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED #7020 0640 0000 9757 3642**

7/30/2021

**Anadarko E&P Company LP
1201 Lake Robbins Drive
The Woodlands, TX 77380**

Re: Special Notice Letter for the Brine Service Company Superfund Site in Corpus Christi, Texas

Dear Sir or Madam:

Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, the U.S. Environmental Protection Agency (EPA) is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment – that is, for stopping further contamination from occurring and for cleaning up or otherwise addressing any contamination that has already occurred. EPA has documented that such a release has occurred at the Brine Service Company Superfund Site (the Site) in Corpus Christi, Texas. EPA has spent, or is considering spending, public funds to investigate and control releases of hazardous substances or potential releases of hazardous substances at the Site.

Background

Based on an extensive review of records related to the Site, EPA identified Anadarko E&P Company, LP (Anadarko) as one of several potentially responsible parties (PRPs) at the Site. See the attached Evidence of Liability. Under the federal Superfund law, Anadarko and the other PRPs at the Site are responsible for the costs of cleaning up the Site. EPA has selected a cleanup approach (formally known as a remedial action) for the Site, which is described in a document called a Record of Decision (ROD) issued by EPA on August 31, 2020.

Bifurcation of Remedial Design and Remedial Action

EPA is considering a bifurcated settlement approach to secure performance of remedial design/remedial action at the Site. The purpose of this approach is to expedite settlement and accelerate the start of remedial design by the PRPs. Under the bifurcated approach, EPA and the PRPs first would negotiate an Administrative Settlement Agreement and Order on Consent (ASAOC) for the performance of remedial design at the Site. Once the ASAOC has been

finalized, the PRPs could begin the remedial design portion of the response action while negotiating a Consent Decree for remedial action. Please note that although EPA is considering a bifurcated settlement approach for the Site, EPA retains the right to transition to a traditional settlement approach (Consent Decree for both remedial design and remedial action) if at any point in the negotiations EPA determines that a bifurcated approach is not viable or would not result in an expedited settlement.

Special Notice and Negotiation Moratorium

EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e), may facilitate a settlement between Anadarko, other PRPs, and EPA for implementation of the response action. Under Section 122(e), this letter triggers a 60-day moratorium on certain EPA response activities at the Site. During this 60-day moratorium, EPA will not begin response action at the Site. However, EPA reserves the right to take action at the Site at any time should a significant threat to the human health or the environment arise.

During this 60-day period, Anadarko and the other PRPs are invited to participate in formal negotiations with EPA in an effort to reach a settlement to conduct or finance the response action at the Site. The 60-day negotiation period ends on September 28, 2021. The 60-day negotiation moratorium will be extended for an additional 60 days if PRPs provide EPA with a “good faith offer” to conduct or finance the response action and reimburse EPA for its costs incurred to date. If EPA determines that your proposal is not a “good faith offer,” you will be notified in writing of EPA’s decision to end the moratorium. If the moratorium is extended for an additional 60 days, negotiations will conclude on November 28, 2021. If settlement is reached between EPA and the PRPs within the 120-day negotiation moratorium, the settlement will be embodied in an ASAO as discussed above.

If a “good faith offer” is not received within 60 days, or a timely settlement cannot be reached, EPA may take appropriate action at the Site, which may include either of the following options: (1) EPA may fund the remedial action and pursue a cost recovery claim under Section 107 of CERCLA, 42 U.S.C. § 9607, against Anadarko and/or the other PRPs; or (2) EPA may issue a Unilateral Administrative Order (UAO) to Anadarko and/or the other PRPs under Section 106(a) of CERCLA, 42 U.S.C. § 9606, requiring Anadarko or them to perform the work described in the ROD. If the recipients of a UAO refuse to comply with the UAO, EPA may pursue civil litigation against the recipients to require compliance.

Good Faith Offer

A proposed ASAO is enclosed to assist you in developing a “good faith offer.”¹ As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 60 days if the PRPs submit a “good faith offer” to EPA. A “good faith offer” to conduct or finance the remedial design is a written proposal that demonstrates your qualifications and willingness to perform such work and includes the following elements:

¹ This draft ASAO is not currently binding on EPA and is subject to revision and approval by EPA and DOJ. It is based on the model ASAO for remedial design, which is available at https://cfpub.epa.gov/compliance/models/view.cfm?model_ID=793.

- A statement of your willingness and financial ability to implement the requirements of the ROD and proposed ASAOC and that provides a sufficient basis for further negotiation;
- A demonstration of your technical capability to carry out the remedial design, including identification of the firm(s) that may actually conduct the work or a description of the process that will be undertaken to select the firm(s);
- A detailed statement of work or work plan identifying how you intend to proceed with the remedial design;
- A statement of your willingness to reimburse EPA for costs EPA will incur in overseeing your implementation of the remedial design;
- A response to the proposed ASAOC. If your offer contemplates modifications to the ASAOC, please make revisions or edits to the ASAOC and submit a version showing your proposed modifications to it;
- A list identifying each party on whose behalf the offer is being made, including name, address, and telephone number of each party;
- The name, address, and phone number of the party who will represent you in negotiations; and
- A redline/strikeout version of the draft ASAOC in Microsoft Word.

Demand for Reimbursement of Costs

With this letter, EPA is making a demand that you reimburse EPA for its costs incurred to-date and encourages you to voluntarily negotiate an ASAOC in which you and other PRPs agree to perform the remedial design.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site, including costs associated with investigating the Site and listing it on the National Priorities List. EPA is seeking to recover from Anadarko and other PRPs at the Site its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA, 42 U.S.C. § 9607. To date, the approximate total response costs identified through June 11, 2021 for the Site are \$1,533,072.67. Under Section 107(a) of CERCLA, EPA hereby makes a demand for payment from Anadarko and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is attached.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to Anadarko. Most insurance policies will require that you timely notify your carrier(s) of a claim against you. To evaluate whether you should notify your insurance carrier(s) of this demand, you may wish to review current and past policies, beginning with the

date of Anadarko's first contact with the Brine Service Company Superfund Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

In the event that you file for protection in a bankruptcy court, you must include EPA as a creditor, because EPA has a potential claim against you. EPA reserves the right to file a proof of claim or application for reimbursement of administrative expenses.

PRP Steering Committee

To assist PRPs in negotiating with EPA concerning this matter, EPA is attaching to this letter a list of the names and addresses of other PRPs who are receiving this Notice also.

EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, EPA will provide a list of experienced third-party mediators or help arrange for a mediator.

Administrative Record

In accordance with Section 113 of CERCLA, 42 U.S.C. § 9613, EPA has established an Administrative Record containing the documents that serve as the basis for EPA's selection of the appropriate response action for the Site. This Administrative Record is located at Owen R. Hopkins Public Library 3202 McKinzie Rd, Corpus Christi, TX 78410 and Texas Commission on Environmental Quality, Central Records, Building E, Records Management, First Floor, 12100 Park 35 Circle, Austin, TX 78753 and on-line at <https://www.epa.gov/superfund/brine-service> and is available to the public for review. The Administrative Record is also available for review at the Superfund Records Center, EPA Region 6 Main Office, 1201 Elm Street, Suite 500, Dallas, Texas 75270, 800-887-6063. You may wish to review the Administrative Record to assist you in responding to this letter, but your review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

You are encouraged to contact EPA by August 13, 2021, to indicate your willingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. If EPA does not receive a timely response, EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the remedial design, should be sent to:

U.S. Environmental Protection Agency
Stephen Capuyan (SEDAE)
Enforcement Officer
1201 Elm Street, Dallas, Texas 75270
capuyan.stephen@epa.gov
(214) 665-2163

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, EPA urges that you give immediate attention and prompt response to this letter.

In addition, EPA has notified the Federal Natural Resource Trustee² of its intention to perform or enter into negotiations for the performance of response actions at the Site.

If you have any questions regarding the technical aspects of this Site, please contact Laura Stankosky, Remedial Project Manager, at (214) 665-7525 or stankosky.laura@epa.gov. If you have legal questions, please contact Leonard E. Schilling Jr., Assistant Regional Counsel, at (214) 665-7166 or schilling.leonard@epa.gov.

My staff and I look forward to working with you during the coming months.

Sincerely,



Digitally signed by BRENDA COOK
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=BRENDA COOK,
0.9.2342.19200300.100.1.1=68001003655455
Date: 2021.07.30 13:14:26 -05'00'

for
Susan Webster, Chief
Technical and Enforcement Branch
Superfund Division

Attachments

² The Natural Resource Trustees are government agencies that have been given the authority to assess the injury to natural resources caused by the release of hazardous substances and to seek the restoration, replacement, or acquisition of equivalent natural resources. The Federal Natural Resource Trustees include the Departments of Agriculture, Commerce, Defense, Energy, and Interior. In addition, states and tribes are Natural Resource Trustees.

Enclosure A

Evidence of Liability

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas



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U.S. ENVIRONMENTAL PROTECTION AGENCY

162880



David J. Owens
Assistant General Counsel

February 5, 2004

Mr. Kenneth Talton
Enforcement Officer (6SF-AC)
United States Environmental Protection Agency
Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

via First Class U.S. Mail

**Re: Supplemental Response of RME Petroleum Company
Champlin Petroleum Company and Pontiac Refining Corporation
to USEPA's Request for Information Pursuant to Section 104(e)(2) of
CERCLA (42 U.S.C. Sec. 9604(e)(2))
Brine Service Company
Corpus Christi, Nueces County, Texas**

Dear Mr. Talton:

On January 20, 2004, Anadarko E&P Company LP ("Anadarko") (f/k/a RME Petroleum Company) notified the United States Environmental Protection Agency's ("USEPA") that during the course of recent investigations made into the allegations of the case styled *Jeanie R. Carter and Dennis C. Carter, et al. v. Ballard Sand & Gravel Pit, et al.*, Cause No. 03-720-F, 214th JDC, Nueces County, Texas, Anadarko identified a witness, Mr. Ray Duval, who may have knowledge of the operations of Brine Service Company in relation to the Pontiac/Champlin Refinery. At that time, Anadarko had been unsuccessful in its attempts to contact and interview Mr. Duval.

On February 3, 2004, Mr. Duval contacted our office. We interviewed Mr. Duvall on February 4, 2004, regarding his knowledge of Pontiac/Champlin's use of Brine Service Company. Mr. Duvall explained that he began working for Pontiac in 1960 as a process engineer. Over the years, Mr. Duvall worked as the Chief Engineer and later as the Operations Manager. Mr. Duvall took early retirement from Champlin in 1985. Mr. Duvall confirmed that he recalled seeing Brine Service vacuum trucks at the plant from time to time. He recalled that Brine Service was used either when there was a spill inside the plant or during turnarounds.

Mr. Duvall explained that spill response was essentially a maintenance function, and as such, maintenance personnel were responsible for oversight. He recalled that Brine Service was sometimes called to vacuum up spills within the plant. According to Mr. Duvall, spilled material that was reusable was placed back into the system for further processing and the remainder of the materials (*e.g.* sludge or rust from inside tanks) would have been hauled away. If materials were hauled away, Mr. Duvall did not know or inquire as to where they were taken. Mr. Duvall also explained that during turnarounds where tanks were being serviced (*e.g.* installation of floating roofs in 1970s), vacuum trucks would be used to pump out materials from inside the tanks. Again, to Mr. Duvall's knowledge, the usable material was placed back into the system and the remainder would have been hauled away. Mr. Duvall indicated that Bob Miller, a former contract maintenance supervisor, may possess pertinent information as he was responsible for some of the plant's maintenance functions.

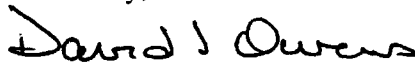
On February 4, 2004, we interviewed Mr. Miller. Mr. Miller started working at the plant in 1958 as a contract maintenance supervisor and later worked directly for Champlin starting in 1973. Mr. Miller remembered that Brine Service was used by the plant. He could not specifically recall but indicated that Brine Service likely was inside the plant in the 1950/1960s. Mr. Miller confirmed that Brine Service would be used to vacuum spills inside the plant. Mr. Miller indicated that the spills typically occurred when the oily sewer system backed up, so the spilled material was usually crude and crude byproducts. To Mr. Miller's knowledge, all of the vacuumed material would be placed back into the separator. He was not aware of Brine Service hauling any materials away from the plant. Mr. Miller remembered one Brine Service employee (Henry Evans-deceased) and a former Champlin employee, Johnny Hill, who later worked as a dispatcher for Brine Service. Mr. Miller indicated that he believed that most of the vacuum truck activity occurred at the terminal site of the plant. The terminal is the location where the majority of storage and loading of tankers occurred. Mr. Miller remembered a former terminal supervisor, Robert Knight.

On February 4, 2004, we interviewed Mr. Knight. Mr. Knight is an older gentleman. He explained that the events about which we were inquiring occurred many years ago and his memory was vague. Mr. Knight could not recall when he began working for Pontiac but believed that he was at the plant in the 1940s. Mr. Knight retired from Champlin. Mr. Knight remembered that vacuum trucks were used at the terminal but could not remember the name of the company that was used. Mr. Knight was familiar with the name Brine Service Company but could not connect it to the plant. He could not remember how often vacuum trucks were used. When asked whether it was once a year, month or week, Mr. Knight responded that vacuum trucks were used "once in a while". He explained that vacuum trucks were only used when needed (*e.g.* during turnarounds or when a tank was down or to clean tanks and lines). According to Mr. Knight, the materials that would have been removed from tanks and lines were refined products like fuel oil or gasoline. Mr. Knight did not recall whether any materials were ever removed from the plant by vacuum trucks.

Anadarko provides this information in the interest of complete disclosure and in fulfillment of its continuing obligation to supplement its original response to the USEPA's Request for Information Pursuant to Section 104(e)(2) of CERCLA. As we previously noted, Mr. Duval's last known address as (b) (6) Corpus Christi, Texas, 78413, and his telephone number is (b) (6). We do not know Mr. Miller's last known address but he resides in Corpus Christi, Texas. His telephone number is (b) (6). Similarly, we do not know Mr. Knight's last known address but he resides in Odom, Texas. His telephone number is (b) (6).

Please contact me at 832-636-7539 should you have any further questions.

Sincerely,



David J. Owens

c: Mr. Dan Hochstetler
Enforcement Officer
Superfund Cost Recovery Section (6SF-AC)
USEPA Region 6

Done



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DAVID J. OWENS
ASSISTANT GENERAL COUNSEL

August 14, 2002

Mr. Kenneth Talton
Enforcement Officer (6 SF-AC)
United States Environmental Protection Agency
Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

via Federal Express

**RE: Request for Information Pursuant to Section 104(e)(2) of
CERCLA (42 U.S.C. Sec. 9604(e)(2)) of
RME Petroleum Company, Champlin Petroleum Company and
Pontiac Refining Corporation re:
Brine Service Company
Corpus Christi, Nueces County, Texas**

Dear Mr. Talton:

Attached is RME Petroleum Company, Champlin Petroleum Company and Pontiac Refining Corporation's response to the Request for Information dated July 5, 2002. No responsive documents or information could be found.

Pursuant to a conversation with EPA's counsel, we have limited our response to Brine Service Company and the Site as defined in your Request for Information.

Please do not hesitate to call me if you require further information.

Sincerely,

David J. Owens

c w/attachment: Mr. Dan Hochstetler
Enforcement Officer
Superfund Cost Recovery Section (6SF-AC)
USEPA Region 6

Mr. Joseph Compton
Asst. Regional Counsel (6RC-S)
USEPA Region 6

Attachment
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162283





DAVID J. OWENS
ASSISTANT GENERAL COUNSEL

August 14, 2002

Mr. Kenneth Talton
Enforcement Officer (6 SF-AC)
United States Environmental Protection Agency
Region 6, 1445 Ross Avenue
Dallas, TX 75202-2733

via Federal Express

**RE: Request for Information Pursuant to Section 104(e)(2) of
CERCLA (42 U.S.C. Sec. 9604(e)(2)) of
RME Petroleum Company, Champlin Petroleum Company and
Pontiac Refining Corporation re:
Brine Service Company
Corpus Christi, Nueces County, Texas**

Dear Mr. Talton:

RME Petroleum Company, Champlin Petroleum Company and Pontiac Refining Corporation ("Respondents") respond to the above-referenced Request for Information dated July 5, 2002.

As you will see from these responses, Respondents were not able to locate extensive responsive information, due to the numerous changes in ownership and the passage of time. Currently, the refinery is owned and operated by CITGO Petroleum Corporation ("CITGO"). CITGO, whose address is included in the responses below, may have more complete records pertaining to EPA's inquiry.

QUESTIONS AND RESPONSES

A. General Information on Respondent

1. Provide the full legal name and mailing address of the Respondent.

Response

RME Petroleum Company
P.O. Box 1330
Houston, TX 77251-1330

Pontiac Refining Corporation
c/o RME Petroleum Company
P.O. Box 1330
Houston, TX 77251-1330

Champlin Petroleum Company
c/o RME Petroleum Company
P.O. Box 1330
Houston, TX 77251-1330

2. For each person answering these questions on behalf of the Respondent, provide full name, title, business address, and business telephone and facsimile number.

Response

Debra Lammons
Records Custodian
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

The following listed individuals were also contacted for information on behalf of the Respondents:

Tim Hopkins
Division Operations Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

John Applegath
Division Operations Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Jerry Adams
EHS Coordinator II
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Richard Pratt
Division Operations Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Steve Pearson
Division Operations Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Dave Perkins
Manager, Environmental Health & Safety
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

John Rector
Manager, Environmental
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Peggy Green
Risk Coordinator
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Alan O'Donnell
Division Production Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Daryl Mazzanti
Division Production Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

James LaFevers
Environmental and Regulatory Affairs Coordinator II
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Jeffrey Stahley
Division Production Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Keith Nosich
Division Production Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

L.G. Langley
Supervisor, Environmental Health & Safety
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Stephen Bosworth
Drilling Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Stan Shoemaker
Manager, Land Administration
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

James Newcomb
Division Order Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Cynthia Oliver
Manager, Customer Relations and Services
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Curtis Edwards
Purchasing Advisor
Division Production Manager
Anadarko Petroleum Corporation
P.O. Box 1330
Houston, TX 77251-1330
832-636-1000
832-636-8002 (fax)

Davis Ladd Scharff
(b) (6)
Arlington, TX 76016
(b) (6)

3. If Respondent wishes to designate an individual for all future correspondence concerning this Site, including legal notices, please provide the individual's name, address, telephone number, and facsimile number.

Response

David J. Owens
Assistant General Counsel
P.O. Box 1330
Houston, TX 77251-1330
832-636-7539
832-636-8002 (fax)

4. Please include a brief description of the nature and status of the Respondent's business.

Response

RME Petroleum Company ("RME") finds and produces hydrocarbons in the United States and in other locations around the world.

Pontiac Refining Corp., ("Pontiac") was a Texas corporation that merged into Champlin Petroleum Company ("Champlin"), a Delaware corporation, on June 1, 1970. Champlin changed its name to Union Pacific Resources Company ("UPRC") on May 11, 1987. UPRC changed its name to RME Petroleum Company on December 1, 2000. RME is an active corporation. RME is a subsidiary of Anadarko Petroleum Corporation ("Anadarko"), an active Delaware corporation.

The refinery located at 1801 Nueces Bay Blvd, Corpus Christi, Texas ("Refinery") has undergone numerous name changes and changes in ownership over the past seventy years. Respondents have reviewed their records regarding ownership and, to best of Respondents' knowledge, believes that the following history is correct based on Respondents' information and belief.

Pontiac or its predecessor, the Selzer brothers, identity unknown to Respondents, owned a portion of the Refinery, from the 1930's until the 1950's. A portion of the Refinery may have been owned by Southwestern Refining Company which may have been acquired by Kerr McGee and later sold to Koch. Respondents do not have additional identification information regarding these entities.

Ownership of the Refinery eventually passed through Champlin Refining Company to Celanese Company of America ("Celanese") in 1964. In 1967, Celanese purchased Pontiac.

In 1970, Union Pacific Corporation, affiliated with RME's predecessor, acquired both Pontiac and Champlin from Celanese. In June of 1970, Pontiac merged into Champlin Petroleum Company.

In 1986, the Refinery was transferred to a joint venture with Petroleos de Venezuela. S.A., which owned its share of the Refinery in a wholly owned subsidiary named Properchamp, Inc., identification information not available to Respondent. The joint venture was known as Champlin Refining Company.

On January 5, 1989, Propercahmp, Inc., changed its name to Champlin Refining and Chemicals Company and then became a subsidiary of CITGO.

To the extent that documents responsive to this request for information might still exist, such documents might still be in the possession, custody and control of CITGO. The contact information in Corpus Christi is:

CITGO Refining and Chemicals Company LP
1801 Nueces Bay Blvd.
Corpus Christi, TX 78407
512-844-4000

CITGO Petroleum Corporation's main address is:

CITGO Petroleum Corporation
P.O. Box 3758
Tulsa, OK 74102
918-495-4000

B. Generator Questions

1. Identify all persons, including the Respondent, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of materials, hazardous materials, hazardous substances, and/or hazardous wastes ("materials") that were located at your facility and transported to the Site. Such persons shall hereinafter be referred to as "Generators". This information shall identify and state, but not be limited to, the following:
 - a. The persons with whom the Generators made such arrangements;

Response

RME, on behalf of Respondents, caused a diligent search to be made of its records and personnel in accordance with the requirements set forth in the instructions attached to the referenced Request for Information. Respondents could not locate any records relating to Brine Service Company. Respondents have no knowledge of the Site. Respondents are unaware of materials located at any of Respondents' facilities being transported by Brine Service Company or any materials being transported to the Site.

Respondents' document retention policy for accounts payable and accounts receivable invoices is ten (10) years. Retention for product accounting (bills of lading) is ten (10) years. Retention for hazardous transportation (trucking manifests) is three (3) years. If documents did exist prior to 1992 relating to Brine Service Company or the Site, it is unlikely that those documents would be available.

To the extent that documents responsive to this Request for Information might still exist, such documents might still be in the possession, custody and control of CITGO (see addresses provided above).

- b. Every date on which each the Generator made such arrangements;

Response

Please see response to question B.1(a).

- c. The precise locations at which each material involved in such transactions actually was disposed and/or treated;

Response

Please see response to question B.1(a).

- d. The nature, including the chemical content, characteristics, physical state (e.g., solid or liquid) and quantity (e.g., volume or weight) of all materials involved in each such arrangement;

Response

Please see response to question B.1(a).

- e. The owner of the materials involved in each such arrangement;

Response

Please see response to question B.1(a).

- f. All tests, analyses, analytical results, and manifests concerning each material involved in such transactions;

Response

Please see response to question B.1(a).

- g. The persons who selected the location to which the materials were to be disposed and/or treated. In particular, the persons who selected the Site as a location for disposal and/or treatment of the materials. This information shall include where these persons intended to have the materials involved in each arrangement treated or disposed and all evidence of their intent;

Response

Please see response to question B.1(a).

- h. The amount paid in connection with each such arrangement, the method of payment, and the identity of the persons involved in each payment transaction;

Response

Please see response to question B.1(a).

- i. Provide contracts or other documents reflecting such arrangements for transportation, disposal, and/or treatment of materials;
- (a) All intermediate sites at which the materials involved in each arrangement occupied during transit or at which they were stored or held at any time prior to final treatment or disposal;

Response

Please see response to question B.1(a).

- (b) The final disposition of each of the hazardous materials involved in each arrangement;

Response

Please see response to question B.1(a).

- (c) The measures taken to determine how and where treatment or disposal of the hazardous materials involved in each arrangement would actually take place; and

Response

Please see response to question B.1(a).

- (d) The markings, type, condition, and number of containers in which the hazardous materials were contained when they were stored, disposed, treated, or transported for disposal or treatment.

Response

Please see response to question B.1(a).

2. Provide names, addresses, and telephone numbers of any individuals (including current and former employees) who may have knowledge of the Respondent's operations and hazardous material handling, storage, and disposal practices.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to the names, addresses, and telephone numbers of any individuals (including current and former employees) who may have knowledge of the Respondent's operations and hazardous material handling, storage, and disposal practices relative to the Site.

Please see response to question B.1(a).

3. Prepare a "Waste List" which shows each substance present in the Respondent's wastes and byproducts and provide any additional information for each such substance that would assist EPA in determining the type of compounds present in the waste and byproducts.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

4. Describe what and how each type of waste was collected and stored at the Respondent's operation prior to disposal, recycling, sale, and/or transportation. This information shall include, but not be limited to, the following:

- a. The type of waste collected;

Response

Pursuant to instructions from EPA's Counsel, this response is limited to the activities of Respondents relative to Site.

Please see response to question B.1(a).

- b. The type of container in which each type of waste was placed or stored;
and

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 4(a).

- c. Where each type of waste was collected or stored.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to Site.

Please see response to question 4(a).

- 5. Identify all of the individuals who currently have and those who have had responsibility for the Respondent's environmental matters (e.g., responsibility for the disposal, treatment, storage, recycling, or sale of the Respondent's wastes). This information shall include, but not be limited to, the following:

- a. Each individual's job title and duties (including the dates performing those duties);

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

- b. The current names, addresses, and telephone numbers of such individuals;

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 5(a).

- c. The current status of such individual's employment; and

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 5(a).

- d. The nature of the information possessed by such individuals concerning the Respondent's waste management.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 5(a).

- 6. Describe the containers used to ship or transport each type of waste from the Respondent's operations. This information shall include, but not be limited to, the following:
 - a. The type of container (e.g., 55-gallon drum or dumpster, etc.);

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

- b. The colors of the container;

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 6(a).

- c. Any distinctive stripes or other markings on these containers;

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 6(a).

- d. Any labels or writing on these containers including the content of these labels;

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 6(a).

- e. Whether these containers were new or used. If used, provide a description of the prior use of these containers.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 6(a).

- 7. List all federal, state, and local permits, identification numbers, and/or registrations issued to the Respondent's operation for the storage, transport, and/or disposal of materials. Include respective permit numbers.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

- 8. Provide names and addresses for all licensed carriers who transported materials on behalf of Respondent to hazardous waste treatment, storage, or disposal facilities permitted by EPA or the State.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

9. Identify whether a Notification of Hazardous Waste Activity was ever filed with the EPA or the corresponding agency or official of the State. This information shall include, but not be limited to, the following:

- a. The date of such filing; and

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

- b. The wastes described in such notice:

- (1) The quantity of the wastes described in such notice; and

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 8(a).

- (2) The identification number assigned to such facility by EPA or the State.

Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question 8(a).

10. Identify all federal, state, and local offices and agencies to which the Respondent has sent or filed hazardous substance or hazardous waste information and state the years during which such information was sent or filed.

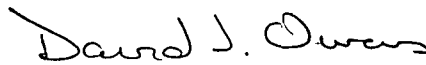
Response

Pursuant to instructions from EPA's Counsel, this response is limited to activities of Respondents relative to the Site.

Please see response to question B.1(a).

Please contact me at 832.636.7539 should you have any further questions.

Sincerely,



David J. Owens

c: Mr. Dan Hochstetler
Enforcement Officer
Superfund Cost Recovery Section (6SF-AC)
USEPA Region 6

Mr. Joseph Compton
Asst. Regional Counsel (6RC-S)
USEPA Region 6

**Corporate Filings for Anadarko E&P Company LP,
a Delaware Limited Partnership**

9113252





State of Delaware

The Official Website for the First State

The Secretary of State of Delaware issued a certificate for ANADARKO E&P COMPANY LP whose file number is 0616120 on 10/02/2009 under request number 090907027 for authentication number 7564168.



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Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "ANADARKO E&P COMPANY LP" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 1964, AT 10 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE FIRST DAY OF JUNE, A.D. 1970, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CHAMPLIN PETROLEUM COMPANY" TO "UNION PACIFIC RESOURCES COMPANY", FILED THE ELEVENTH DAY OF MAY, A.D. 1987, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE SECOND DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "UNION PACIFIC RESOURCES COMPANY" TO "RME PETROLEUM COMPANY", FILED THE FIRST DAY OF DECEMBER, A.D. 2000, AT 10 O'CLOCK A.M.

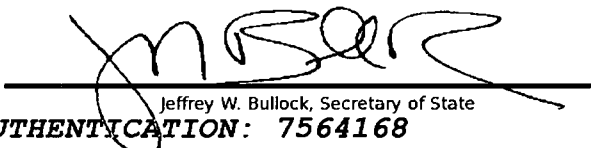
CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "RME PETROLEUM COMPANY" TO "ANADARKO E&P COMPANY LP", FILED THE THIRTEENTH DAY OF AUGUST, A.D. 2002, AT 4 O'CLOCK P.M.

0616120 8100H

090907027



You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7564168

DATE: 10-02-09

Delaware

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The First State

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE THIRTEENTH DAY
OF AUGUST, A.D. 2002, AT 4 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF
FEBRUARY, A.D. 2006, AT 3:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF
FEBRUARY, A.D. 2006, AT 11:59 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID
CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE
AFORESAID LIMITED PARTNERSHIP, "ANADARKO E&P COMPANY LP".

0616120 8100H

090907027

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7564168

DATE: 10-02-09

CERTIFICATE OF INCORPORATION

OF

CHAMPLIN PETROLEUM COMPANY

* * * * *

FIRST. The name of the corporation is

CHAMPLIN PETROLEUM COMPANY

SECOND. Its principal office in the State of Delaware is located at No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name and address of its resident agent is The Corporation Trust Company, No. 100 West Tenth Street, Wilmington 99, Delaware.

THIRD. The nature of the business, or objects or purposes to be transacted, promoted or carried on are:

1. To carry on the business of exploring and prospecting for, producing, gathering, manufacturing, refining, storing, supplying, transporting, distributing, marketing, and exporting and importing of oil, gas, and other hydrocarbons, sulphur, coal, shales, minerals, mineral substances, metals, uranium, and ores of every kind, or other mineral or volatile substances or solutions, and all products, by-products, and derivatives thereof, in all of the branches of such business; to purchase or otherwise acquire real or personal property of all kinds, including land, leases, royalties, and other interests therein, oil leases, refineries, mines, mining rights, ores, drilling rigs, machinery, and equipment, tanks and tank cars, and also ships, barges, trucks, aircraft, and any other vehicles or craft for land, water, or air transportation, buildings, plants, stores, patents, licenses, concessions, rights of way, water and water rights, and any rights or privileges which it may deem convenient to obtain for the purpose of or in connection with the business of the Corporation; and whether for the purpose of resale or realization or otherwise, to own, manage, develop, sell, exchange, lease, mortgage, or otherwise deal with the whole or any part of such property or rights, to erect all necessary or convenient refineries, plants,

buildings, houses, machinery, laboratories, work shops, and other buildings, works, structures, and appliances, and to aid in or subscribe toward or subsidize any such objects.

2. To manufacture, buy, sell and deal in cellulose and any and all other manufactured products and the raw materials thereof, and all articles made or derived therefrom.

3. To carry on a general chemical and manufacturing business, including the purchase of raw materials, the erection and operation of factories, the manufacture of goods of every description, and the sale thereof at wholesale or retail.

4. To manufacture, purchase, or otherwise acquire, to hold, own, mortgage, pledge, sell, assign, and transfer, or otherwise dispose of, trade in, and deal with goods, wares and merchandise, and real and personal property of every description, including lands, buildings, business concerns and undertakings, mortgages, shares, stocks, debentures, securities and concessions.

5. To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise acquire, use or dispose of, letters patent of the United States or of any foreign country, patents, patent rights, licenses, privileges, inventions, improvements, processes, trade-marks, trade names, relating to or useful in connection with any business of this Corporation.

6. To enter into, make, perform and carry out contracts of every kind for any lawful purpose, without limit as to amount, with any government or department thereof, or with any person, firm, association or corporation.

7. To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants or other negotiable or transferable instruments.

8. To issue bonds, debentures or obligations, and to secure the same by mortgage, pledge, deed of trust, or otherwise.

9. To purchase, hold and re-issue the shares of its capital stock.

10. To have one or more offices, and to carry on all or any of its operations and business, and to purchase or otherwise acquire, hold, own, mortgage, sell, lease, convey, or otherwise dispose of real and personal property of any description, without restriction as to amount, and to enter into contracts in any of the states, districts, territories, or possessions of the United States, and in any and all foreign countries, subject, however, to the laws of such state, district, territory, possession or country.

The foregoing clauses shall be construed both as objects and powers, and it is hereby expressly provided that the foregoing enumeration of specific powers shall not be held to limit or restrict the powers of the Corporation to carry on any other business in connection with any of the foregoing, whether manufacturing or otherwise, and to have and to exercise all the powers conferred by the laws of Delaware upon corporations.

FOURTH. The Corporation shall issue only Common Stock. The total number of shares of stock which the corporation shall have authority to issue is fifty thousand (50,000) and the par value of each of such shares is One Hundred Dollars (\$100.00) amounting in the aggregate to Five Million Dollars (\$5,000,000.00).

FIFTH. The minimum amount of capital with which the corporation will commence business is One Thousand Dollars (\$1,000.00).

SIXTH. The names and places of residences of the incorporators are as follows:

<u>NAMES</u>	<u>RESIDENCES</u>
A.D. Atwell	Wilmington, Delaware
S. H. Livesay	Wilmington, Delaware
A. D. Grier	Wilmington, Delaware

SEVENTH. The Corporation is to have perpetual existence.

EIGHTH. The private property of the stockholders shall not be subject to the payment of corporate debts to any extent whatever.

NINTH. The following provisions are adopted for the regulation of the business and for the conduct of the affairs of the Corporation and for further defining, limiting and regulating the powers of the Corporation, the directors, and stockholders:

1. From time to time to fix the amount to be reserved as working capital, and to authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

2. From time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation (other than the stock ledger), or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right of inspecting any account or book or document of the Corporation, except as such right is conferred by statute or expressly authorized by resolution of the Board of Directors or stockholders of the Corporation.

3. If the By-Laws so provide, and a majority of the whole Board so vote, to designate two or more of their number to constitute an Executive Committee, which Committee shall for the time being, and to the extent provided for in such resolution or in the By-Laws of the Corporation, have and exercise any and all of the powers of the Board of Directors in the management of the business and affairs of the Corporation, and shall have power to authorize the seal of the Corporation to be affixed to such papers as they may determine.

4. Both stockholders and directors shall have power, if the By-Laws so provide, to hold their meetings either within or without the State of Delaware, to have one or more offices, in addition to the principal office in Delaware, and to keep the books of the Corporation (subject to the provisions of the statute) outside the State of Delaware at such places as they may from time to time designate.

5. Additional powers may from time to time be conferred upon the Board of Directors by the By-laws of the Corporation, or by resolution of the stockholders, including the power to make, alter, amend and rescind By-Laws, and any powers so given may be revoked in the same manner except insofar as they may have been exercised before revocation.


TENTH. Meetings of stockholders may be held outside the State of Delaware, if the by-laws so provide. The books of the corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the board of directors or in the by-laws of the corporation. Elections of directors need not be by ballot unless the by-laws of the corporation shall so provide.

ELEVENTH. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this certificate of incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

WE, THE UNDERSIGNED, being each of the incorporators hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, hereby declaring and certifying that the facts herein stated are true, and accordingly have hereunto set our hands and seals this

29th day of September A. D. 1964.









STATE OF DELAWARE
COUNTY OF NEW CASTLE

ss:

BE IT REMEMBERED that on this day of
A. D. 1964, personally came before me, a
Notary Public for the State of Delaware , A. D. Atwell
S. H. Livesay and A. D. Grier
all of the parties to the foregoing certificate of incorpora-
tion, known to me personally to be such, and severally
acknowledged the said certificate to be the act and deed
of the signers respectively and that the facts therein
stated are truly set forth.

GIVEN under my hand and seal of office the day
and year aforesaid.

Harold K. Reed
Notary Public



PLAN AND AGREEMENT OF MERGER

This Plan and Agreement of Merger entered into this 8th day of May, 1970, by and between CHAMPLIN PETROLEUM COMPANY, a Delaware corporation herein referred to as Champlin, and PONTIAC REFINING CORP., a Texas corporation herein referred to as Pontiac; Witnesses

WHEREAS, Champlin is a corporation organized and existing under the laws of the State of Delaware, having an authorized capital stock of 50,000 shares of common stock, of a par value of \$100 per share, of which 44,847 shares are validly issued and outstanding, fully paid and non-assessable, and are all owned by Union Pacific Petroleum Corporation; and

WHEREAS, Pontiac is a corporation organized and existing under the laws of the State of Texas, having an authorized capital stock of 140 shares of Class A common stock, of a par value of \$10 per share, and 60 shares of Class B common stock, of a par value of \$10 per share, of which 140 Class A and 60 Class B shares are validly issued

/

and outstanding, fully paid and non-assessable, and are all owned by Union Pacific Petroleum Corporation; and

WHEREAS, in order to accomplish operating efficiencies and economies which will be available upon the consummation of the reorganization described in this Plan and Agreement of Merger, Champlin and Pontiac desire to merge into one surviving corporation;

NOW THEREFORE, for the purpose of prescribing the terms and conditions of the merger, the mode of carrying the same into effect, the manner of converting the shares of the constituent corporations into the shares of the corporation surviving the merger, other details and provisions deemed desirable, and such other provisions and facts as are required to be set forth in the Certificate of Incorporation by the laws of the state that shall govern the surviving corporation and that can be stated in the case of such a merger, Champlin and Pontiac have agreed and do hereby agree as follows:

I

MERGER AND SURVIVING CORPORATION

At the Effective Date, as hereinbelow defined, Pontiac shall be merged with and into Champlin with Champlin being the surviving corporation. The merger shall be carried into effect in the manner provided by Section 252 of the General Corporation Law of the State of Delaware and by Article 5.07 of the Texas Business Corporation Act. The surviving corporation shall be governed by and under the laws of the State of Delaware and the address of its registered or principal office in the State of Delaware is and shall be 100 West Tenth Street in the City of Wilmington, County of New Castle. The corporate name of Champlin, its identity, existence, powers, purposes, objectives, franchises, officers, directors, rights, and immunities shall be unaffected and unimpaired by the merger except as expressly provided herein. On the Effective Date the separate existence and corporate organization of Pontiac, except insofar as continued for limited purposes by statute, shall cease.

II

SHAREHOLDER APPROVAL

As a condition precedent to the merger of Pontiac into Champlin, 100% of the outstanding stock of both Champlin and Pontiac shall be voted for the adoption of this Plan and Agreement. By reason of this condition to the merger no provision is made herein for payment to dissenting shareholders of either party to the merger.

III

EFFECTIVE DATE

At any time prior to the filing of this Agreement of Merger with the Secretary of State of the State of Delaware and prior to the filing of Articles of Merger with the Secretary of State of the State of Texas, this Agreement of Merger may be abandoned and terminated by action of the Board of Directors of either Champlin or Pontiac and notwithstanding the previous approval of the Agreement by Union Pacific Petroleum Corporation as sole stockholder of both Champlin and Pontiac. In the absence of such action to abandon and terminate this Agreement the Effective Date of the merger hereby agreed upon shall be the date when this Plan and Agreement of Merger is executed, acknowledged, and filed as provided in Sections 252(c), 251(c), and 103 of the

General Corporation Law of the State of Delaware and upon the issuance by the Secretary of State of the State of Texas of a Certificate of Merger as provided in Articles 5.07B(4) and 5.04B(3) of the Texas Business Corporation Act.

IV

CERTIFICATE OF INCORPORATION AND BYLAWS
OF THE SURVIVING CORPORATION

The Certificate of Incorporation of Champlin, as originally filed and recorded on September 29, 1964, and as thereafter from time to time amended or supplemented, shall become and be the Certificate of Incorporation of the surviving corporation. The surviving corporation, in addition to the powers conferred upon it by the laws of the State of Delaware shall have the powers set forth in said Certificate of Incorporation as so amended and shall be governed by the provisions thereof.

The surviving corporation reserves the right to amend, alter, change, or repeal any provision contained in said Certificate of Incorporation in the manner now or hereafter set forth therein or as is or may be prescribed by the laws of the State of Delaware, and all of the rights, powers,

and privileges of the stockholders of the surviving corporation are granted and shall be held in force subject to this reservation.

The bylaws of Champlin as the same are in effect on the Effective Date, including any amendments thereof effective after the date of this Plan and Agreement of Merger, shall be and continue to be the bylaws of the surviving corporation until thereafter duly altered, amended, or repealed.

V

DIRECTORS AND OFFICERS
OF THE SURVIVING CORPORATION

The directors and officers of the surviving corporation from and after the Effective Date, who shall hold office subject to the provisions of the Certificate of Incorporation and bylaws of the surviving corporation until the first annual meeting of stockholders of the surviving corporation held after the Effective Date and until their respective successors are duly elected and qualified shall be as follows:

Directors:

Earl Baldrige
Frank E. Barnett
Jackson M. Barton
James H. Evans
Jack J. Horton
Frank L. Jones
John M. Kelly
James L. McCulley
Cecil E. Munn
Roger S. Plummer Jr.
J. L. Rune

Officers:

Frank E. Barnett	- Chairman of the Board of Directors
James H. Evans	- Vice Chairman of the Board of Directors
Earl Baldrige	- Chairman of the Executive Committee
Roger S. Plummer Jr.	- President and Chief Executive Officer
Jackson M. Barton	- Executive Vice President
James L. McCulley	- Executive Vice President
J. L. Rune	- Executive Vice President
Frank L. Jones	- Senior Vice President
Jack J. Horton	- Senior Vice President
Wm. E. Biggerstaff	- Vice President
Stephen R. Kent	- Vice President

L. L. McDonald	- Vice President
W. M. Mueller	- Vice President
Richard W. Matson	- Vice President
Charles A. Zubieta	- Vice President
Robert E. Thompson	- Secretary
Eva L. Anderson	- Assistant Secretary
Mack Mize Jr.	- Assistant Secretary
Cecil E. Munn	- Assistant Secretary
Roy K. Russell	- Assistant Secretary
R. L. Walker	- Assistant Secretary
V. V. Rylander	- Treasurer and Assistant Secretary

VI

TREATMENT OF SHARES OF EACH CONSTITUENT CORPORATION

On the Effective Date the capital stock of each of the constituent corporations shall be treated as follows:

Stock of Champlin:

The authorized, issued, and outstanding shares of Common Stock of Champlin, and the certificate or certificates representing such shares, shall not be affected by the merger.

Stock of Pontiac:

All shares of authorized and outstanding capital stock, both Class A Common and Class B Common, of Pontiac, and all rights in respect thereof shall be cancelled and the certificates representing such shares shall be surrendered by Union Pacific Petroleum Corporation to Champlin as the surviving corporation and by it cancelled.

VII

TRANSFER OF ASSETS AND LIABILITIES

On the Effective Date the rights, privileges, powers, and franchises, both of a public and of a private nature, and all property, whether real, personal, or mixed, and all things in action of or belonging to each of the constituent corporations shall be vested in and possessed by Champlin as the surviving corporation subject to all the restrictions, disabilities, and duties of each of the constituent corporations; and all debts, rights of creditors, liabilities, and duties of each of the constituent corporations and all security interests in or liens or encumbrances on any property of each of the constituent corporations shall thenceforth attach to the surviving corporation and may be

enforced against it to the same extent as if theretofore incurred or contracted by it or imposed upon it. The parties hereto specifically agree that from time to time as and when requested by Champlin as the surviving corporation, or by its successors or assigns, the officers and directors of Pontiac and the officers and directors of Champlin are fully authorized in the name of Pontiac or otherwise to execute and deliver all such deeds, assignments, and other instruments and to take or cause to be taken all such further action as the surviving corporation may deem desirable or necessary in order to vest, perfect, or confirm in the surviving corporation title to and possession of all of said property, rights, privileges, powers, and franchises and otherwise to carry out the intent and purpose of this Plan and Agreement of Merger.

VIII

EMPLOYEE BENEFIT PLANS

On and after the Effective Date and unless and until otherwise determined by the Board of Directors of Champlin as the surviving corporation:

(1) All pension, retirement, profit sharing, thrift, and group insurance plans theretofore adopted by Pontiac with relation to its employees or any of them shall be effective with respect to Champlin as the surviving corporation in the same manner as if adopted or made by it but shall be applicable only to the employees who would have been covered thereby if the merger herein provided for had not become effective.

(2) All pension, retirement, profit sharing, thrift, and group insurance plans theretofore adopted by Champlin with relation to its employees or any of them shall continue to be effective with respect to Champlin as the surviving corporation but shall be applicable only to the employees who would have been covered thereby if the merger herein provided for had not become effective and shall not be applicable to those employees covered under the plans as described in Paragraph (1) of this section.

IX

ACCOUNTING FOR THE MERGER

On the Effective Date the assets and liabilities of Champlin and Pontiac shall be taken up or continued on the books of Champlin as the surviving corporation at the amounts at which they are respectively recorded on the books of account of the constituent corporations, appropriately adjusted if required by generally accepted accounting principles; and the earned surplus or retained earnings of Champlin as the surviving corporation shall be the combined earned surpluses of Champlin and Pontiac on the Effective Date and the capital surplus or capital contributed of Champlin as the surviving corporation shall be the capital surplus or capital contributed of Champlin, there being no capital surplus or capital contributed of Pontiac, on the Effective Date, appropriately adjusted if required by generally accepted accounting principles.

X

SERVICE OF PROCESS IN TEXAS
AGAINST PONTIAC

On and after the Effective Date Champlin as the

surviving corporation may be served with process in the State of Texas in any proceeding for the enforcement of any obligation of Pontiac and for such purpose Champlin irrevocably appoints the Secretary of State of the State of Texas as its agent to accept service of process in any such proceeding.

XI

COUNTERPARTS

For the convenience of the parties and to facilitate multiple filing and recording of this Plan and Agreement of Merger any number of counterparts thereof may be executed and each such counterpart shall be deemed to be an original instrument.

IN WITNESS WHEREOF this Plan and Agreement of Merger has been executed on behalf of each of the constituent corporations by its President or a Vice President and attested by its Secretary or an Assistant Secretary, each duly authorized, and each of the constituent corporations has caused its corporate seal to be hereunto affixed all as of the day and year first above written.

CHAMPLIN PETROLEUM COMPANY

ATTEST:

By *Roger S. Plummer Jr.*
President

Robert A. Thompson
Secretary

PONTIAC REFINING CORP.

By *Frank J. Johnston*
Vice President

ATTEST:

Spencer W. Hume
Secretary

ACKNOWLEDGMENT OF
CHAMPLIN PETROLEUM COMPANY

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Roger S. Plummer Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument as President of Champlin Petroleum Company and acknowledged to me that it is his act and deed and the act and deed of Champlin Petroleum Company and that the facts stated therein are

true, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8th day of May, 1970.

My Commission Expires
June 1, 1971

Patsy R. Haera
Notary Public in and for
Tarrant County, Texas

ACKNOWLEDGMENT OF
PONTIAC REFINING CORP.

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared Jack J. Horton, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Vice President of Pontiac Refining Corp. and acknowledged to me that it is his act and deed and the act and deed of Pontiac Refining Corp. and that the facts stated therein are true, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 8th day of May, 1970.

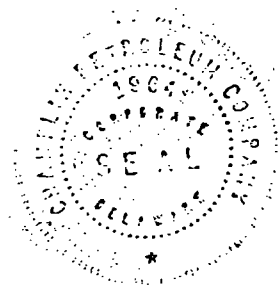
My Commission Expires
June 1, 1971

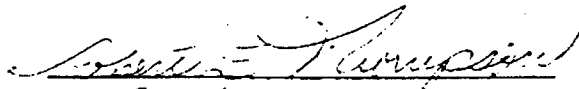
Patsy R. Haera
Notary Public in and for
Tarrant County, Texas

SECRETARY'S CERTIFICATION OF
ADOPTION BY CHAMPLIN PETROLEUM COMPANY

I, Robert E. Thompson, Secretary of Champlin Petroleum Company, do hereby certify that the above and foregoing Plan and Agreement of Merger was approved by a resolution of the Board of Directors of Champlin Petroleum Company adopted on the 8th day of May, 1970, at a duly constituted meeting of said Board of Directors and was thereafter submitted to Union Pacific Petroleum Corporation, the sole stockholder of Champlin Petroleum Company, and all of the outstanding stock of Champlin Petroleum Company was on the 8th day of May, 1970, voted for the adoption of said Plan and Agreement of Merger.

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the corporation.

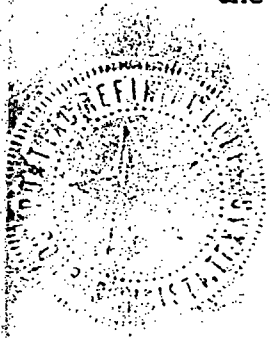



Secretary

SECRETARY'S CERTIFICATION OF
ADOPTION BY PONTIAC REFINING CORP.

I, Edgar C. Morrison, Secretary of Pontiac Refining Corp., do hereby certify that the above and foregoing Plan and Agreement of Merger was approved by a resolution of the Board of Directors of Pontiac Refining Corp. adopted on the 8th day of May, 1970, at a duly constituted meeting of said Board of Directors and was thereafter submitted to Union Pacific Petroleum Corporation, the sole stockholder of Pontiac Refining Corp., and all of the outstanding stock of Pontiac Refining Corp. was on the 8th day of May, 1970, voted for the adoption of said Plan and Agreement of Merger.

IN WITNESS WHEREOF I have hereunto set my hand and
the seal of the corporation.



E. C. Morrison
Secretary

THE ABOVE AGREEMENT OF MERGER, having been executed on behalf of Champlin Petroleum Company, a Delaware corporation, following the adoption by its Board of Directors of a resolution approving said agreement of merger and having been thereafter submitted to the sole stockholder of Champlin Petroleum Company and all of the outstanding stock of Champlin Petroleum Company having been voted for the adoption of said agreement of merger and that fact having been certified on the agreement by the secretary of Champlin Petroleum Company under the seal thereof and said agreement having been adopted, approved, certified, executed, and acknowledged by Pontiac Refining Corp., a Texas corporation, in accordance with the laws of the State of Texas, said agreement of merger is this 25th day of May, 1970, executed on behalf of Champlin Petroleum Company by its vice president and attested by its secretary, each duly authorized, and Champlin Petroleum Company has caused its corporate seal to be hereunto affixed.

CHAMPLIN PETROLEUM COMPANY

ATTEST:

By

J. R. Rame
Vice President

[Signature]
Secretary



ACKNOWLEDGMENT OF
CHAMPLIN PETROLEUM COMPANY

STATE OF TEXAS)
)
COUNTY OF TARRANT)

BEFORE ME, the undersigned, a notary public in and for said county and state, on this day personally appeared J. L. Rune, known to me to be the person and officer whose name is subscribed to the foregoing instrument as Vice President of Champlin Petroleum Company and acknowledged to me that it is his act and deed and the act and deed of Champlin Petroleum Company and that the facts stated therein are true, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this, the 25th day of May, 1970.



Patey R. Herrera
Notary Public in and for
Tarrant County, Texas

Certificate of Agreement of Merger of the "PONTIAC REFINING CORP.",
a corporation organized and existing under the laws of the State of Texas,
merging with and into the "CHAMPLIN PETROLEUM COMPANY",
a corporation organized and existing under the laws of the State of Delaware,
under the name of "CHAMPLIN PETROLEUM COMPANY",
as received and filed in this office the first day of June,
A.D. 1970, at 10 o'clock A.M.;

And I do hereby further certify that the aforesaid Corporation shall
be governed by the laws of the State of Delaware.

877131098

FILED

MAY 11 1987

Michael H. Hinkle
SECRETARY OF STATE

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

* * * *

Champlin Petroleum Company (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Corporation, by the unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Corporation's Certificate of Incorporation:

WHEREAS, the Corporation has entered into a trademark licensing agreement, dated as of March 31, 1987, with Champlin Refining Company, and under that agreement the Corporation may continue to use the name "Champlin" pursuant to a non-exclusive license only until December 31, 1988; and

WHEREAS, Union Pacific Corporation, the Corporation's parent company, has decided to combine the mining and hard minerals business of Rocky Mountain Energy Company with the Corporation's oil and gas operations; and

WHEREAS, it is appropriate to change the Corporation's name to reflect the expanded scope of its activities; it is hereby

RESOLVED, that the Corporation's Certificate of Incorporation be amended by changing the First

Article thereof so that, as amended, the Article shall read as follows;

"The name of the corporation is Union Pacific Resources Company."

SECOND: That in lieu of a meeting and vote of the stockholder, the stockholder has given written consent to the amendment in accordance with the provisions of section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the amendment was duly adopted in accordance with the applicable provisions of sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed by its duly authorized officers this 7th day of May, 1987.

CHAMPLIN PETROLEUM COMPANY

By *Ralph F. Cox*
Ralph F. Cox, President

ATTEST:

By *Velma Smith*
Velma Smith
Assistant Secretary



**CERTIFICATE OF OWNERSHIP AND MERGER
MERGING
NORCEN EXPLORER, INC.
INTO
UNION PACIFIC RESOURCES COMPANY**

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That this corporation was incorporated on the twenty-ninth day of September, 1964, pursuant to the requirements of the General Corporation Law of Delaware.

SECOND: That this corporation owns all of the outstanding capital stock of Norcen Explorer, Inc., a corporation incorporated on the nineteenth day of April, 1983, pursuant to the requirements of the General Corporation Law of Delaware.


THIRD: That this corporation, by unanimous written consent of its Board of Directors, filed with the minutes of the Board of Directors on May 29, 1998, determined to merge Norcen Explorer, Inc. with and into Union Pacific Resources Company.

RESOLVED, that Union Pacific Resources Company merge, and it hereby does merge with Norcen Explorer, Inc. and assumes all of each of their respective obligations; and

FURTHER RESOLVED, that the merger shall be effective upon the later of 11:59 p.m. on May 31, 1998 or the time of filing with the Secretary of State.

IN WITNESS WHEREOF, executed on this 29th day of May, 1998.

UNION PACIFIC RESOURCES COMPANY

By: 
Joseph A. LaSala, Jr.
Title: Vice President, General
Counsel and Secretary

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
UNION PACIFIC RESOURCES COMPANY

UNION PACIFIC RESOURCES COMPANY, a corporation duly organized and existing under the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

I. The amendment to the Corporation's Certificate of Incorporation set forth below was duly adopted in accordance with the provisions of Section 242 and has been consented to in writing by the sole stockholder in accordance with Section 228 of the General Corporation Law of the State of Delaware.

II. Article First of the Corporation's Certificate of Incorporation is amended to read in its entirety as follows:

"First. The name of the corporation is RME Petroleum Company."

III. This Certificate of Amendment shall become effective on December 1, 2000.

IN WITNESS WHEREOF, the corporation has caused this certificate to be signed by Suzanne Suter, its authorized officer, this 15th day of November, 2000.

UNION PACIFIC RESOURCES COMPANY

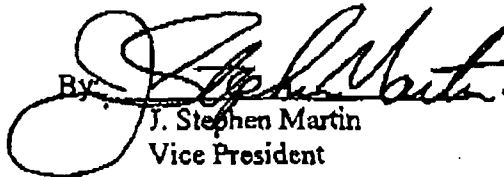
By: *Suzanne Suter*
Title: Secretary
Suzanne Suter

**CERTIFICATE OF CONVERSION
FROM A CORPORATION TO A LIMITED PARTNERSHIP
PURSUANT TO SECTION 266 OF THE
DELAWARE GENERAL CORPORATION LAW
AND SECTION 17-217 OF THE
DELAWARE REVISED UNIFORM LIMITED PARTNERSHIP ACT**

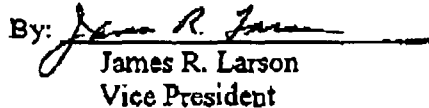
1. The converting entity was incorporated under the laws of the state of Delaware by filing its original certificate of incorporation with the Secretary of State of Delaware on September 29, 1964.
2. The converting entity was originally incorporated under the name of Champlin Petroleum Company and its current name is RME Petroleum Company.
3. Upon conversion from a corporation to a limited partnership the name of the entity will change to Anadarko E&P Company LP.
4. The conversion has been approved in accordance with the provisions of Section 266 of the Delaware General Corporation Law and Section 17-217 of the Delaware Revised Uniform Limited Partnership Act.

IN WITNESS WHEREOF, RME Petroleum Company and Anadarko General Resources LLC have caused this Certificate of Conversion to be signed by their authorized officers on this 13th day of August, 2002.

RME PETROLEUM COMPANY

By: 
J. Stephen Martin
Vice President

ANADARKO GENERAL RESOURCES LLC

By: 
James R. Larson
Vice President

**CERTIFICATE OF LIMITED PARTNERSHIP
OF
ANADARKO E&P COMPANY LP**

The undersigned as general partner of Anadarko E&P Company LP (the "Partnership"), in connection with the conversion of a Delaware corporation to a limited partnership pursuant to the Delaware Revised Uniform Limited Partnership Act, hereby certifies and states as follows:

1. The name of the Partnership is Anadarko E&P Company LP.
2. The address of the registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of the registered agent of the Partnership at such address for service of process is The Corporation Trust Company.
3. The location of the principal office in the United States where records of the partnership are to be kept or made available is 1201 Lake Robbins Drive, The Woodlands, Texas 77380.
4. The name and mailing address of the General Partner is:

Anadarko General Resources LLC
1201 Lake Robbins Drive
The Woodlands, TX 77380

IN WITNESS WHEREOF, the undersigned has executed this Certificate to be effective as of the 13th day of August, 2002.

ANADARKO GENERAL RESOURCES LLC

By: James R. Larson
James R. Larson
Vice President

STATE OF DELAWARE

CERTIFICATE OF MERGER

OF

ANADARKO AUSTIN CHALK COMPANY

A Delaware corporation

INTO

ANADARKO E&P COMPANY LP

A Delaware limited partnership

Pursuant to Title 8, Section 263(c) of the Delaware General Corporation Law and Title 6, Section 17-211 of the Limited Partnership Act, the undersigned limited partnership does hereby certify:

FIRST: The constituent parties to the merger are Anadarko E&P Company LP, a Delaware limited partnership, and Anadarko Austin Chalk Company, a Delaware corporation.

SECOND: The name and jurisdiction of incorporation or formation, as the case may be, of each of the constituent entities are as follows:

NAME:

JURISDICTION:

Anadarko E&P Company LP
Anadarko Austin Chalk Company

Delaware
Delaware

THIRD: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent entities.

FOURTH: The name of the surviving Delaware limited partnership is Anadarko E&P Company LP.

FIFTH: The merger is to become effective on February 28, 2006, at 11:59 p.m.

SIXTH: The executed Agreement of Merger is on file at 1201 Lake Robbins Drive, The Woodlands, Texas 77380, the place of business of the surviving Delaware limited partnership.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving Delaware limited partnership on request, without cost, to any partner of Anadarko E&P Company LP or stockholder of Anadarko Austin Chalk Company.


State of Delaware
Secretary of State
Division of Corporations
Delivered 03:50 PM 02/28/2006
FILED 03:39 PM 02/28/2006
SRV 060197281 - 0616120 FILE

IN WITNESS WHEREOF, the undersigned limited partnership has caused this certificate to be signed by the general partner, the 28th day of February, A.D., 2006.

ANADARKO E&P COMPANY LP

By: ANADARKO GENERAL RESOURCES LLC
The General Partner

By:

A handwritten signature in black ink, appearing to read 'M. L. Pease', written over a horizontal line.

Mark L. Pease
President

A small, stylized handwritten mark or set of initials, possibly 'MP', located to the right of the printed name.



State of Delaware

The Official Website for the First State

The Secretary of State of Delaware issued a certificate for ANADARKO E&P COMPANY LP whose file number is 0616120 on 10/01/2009 under request number 090888765 for authentication number 7560655.



[Back](#)

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT "ANADARKO E&P COMPANY LP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE NOT HAVING BEEN CANCELLED OR REVOKED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.

THE FOLLOWING DOCUMENTS HAVE BEEN FILED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 1964, AT 10 O'CLOCK A.M.

CERTIFICATE OF AGREEMENT OF MERGER, FILED THE FIRST DAY OF JUNE, A.D. 1970, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "CHAMPLIN PETROLEUM COMPANY" TO "UNION PACIFIC RESOURCES COMPANY", FILED THE ELEVENTH DAY OF MAY, A.D. 1987, AT 9 O'CLOCK A.M.

CERTIFICATE OF OWNERSHIP, FILED THE SECOND DAY OF JUNE, A.D. 1998, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "UNION PACIFIC RESOURCES COMPANY" TO "RME PETROLEUM COMPANY", FILED THE FIRST DAY OF DECEMBER, A.D. 2000, AT 10 O'CLOCK A.M.

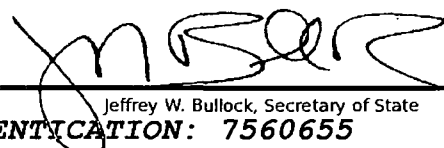
CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "RME



0616120 8310

090888765

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7560655

DATE: 10-01-09

Delaware

PAGE 2

The First State

PETROLEUM COMPANY" TO "ANADARKO E&P COMPANY LP", FILED THE THIRTEENTH DAY OF AUGUST, A.D. 2002, AT 4 O'CLOCK P.M.

CERTIFICATE OF LIMITED PARTNERSHIP, FILED THE THIRTEENTH DAY OF AUGUST, A.D. 2002, AT 4 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2006, AT 3:39 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2006, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED PARTNERSHIP, "ANADARKO E&P COMPANY LP".

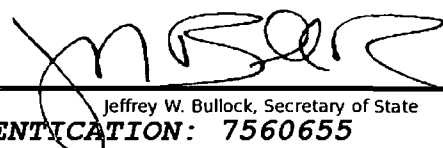
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

0616120 8310

090888765

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7560655

DATE: 10-01-09

1 NO. 03-720-F
2 JEANIE R. CARTER, ET AL) IN THE DISTRICT COURT
3 Plaintiff(s))
4 VS.) 214TH JUDICIAL DISTRICT
5 BALLARD SAND AND GRAVEL PIT,)
6 ET AL)
7 Defendant(s)) NUECES COUNTY, TEXAS

8 *****
9 THE VIDEOTAPED ORAL DEPOSITION OF
10 DONALD PALMER
11 May 10, 2004
12 *****

13
14 ORAL AND VIDEOTAPED DEPOSITION OF DONALD PALMER, produced
15 as a witness at the instance of the Plaintiff(s), and duly
16 sworn, was taken in the above-styled and numbered cause on the
17 10th day of May, 2004, from 9:33 a.m. to 12:10 p.m., before
18 MARICELA FLORES, CSR in and for the State of Texas, reported by
19 machine shorthand, at the offices of Mr. Robert C. Hilliard of
20 Hilliard & Munoz, L.L.P., 719 South Shoreline Boulevard, Suite
21 500, Corpus Christi, Nueces County, Texas, pursuant to the Texas
22 Rules of Civil Procedure and the provisions stated on the record
23 or attached hereof.
24
25



Page 2		Page 4	
1	APPEARANCES	1	DEPOSITION INDEX
2	FOR THE PLAINTIFFS, JEANIE R. CARTER, ET AL:	2	Appearances
3	MR. ROBERT C. HILLIARD	2	Stipulations (Attached following Index)
4	MR. DEL MAR SHELLEY HILLIARD	3	Changes and Signature Page
5	Hilliard & Munoz, L.L.P.	3	Reponer's Certificate
6	719 South Shoreline Boulevard	4	DONALD PALMER:
7	Suite 500	5	Examination by Mr. Hilliard
8	Corpus Christi, Texas 78401	6	Examination by Mr. Mazzone
9	FOR THE DEFENDANT, BRINE SERVICE COMPANY, INC.:	7	Examination by Mr. Drilling
10	MR. FRED D. DREILING	8	Examination by Mr. Shoebottom
11	Law Office of Fred D. Drilling	9	Examination by Mr. Hall
12	714 Bank of America Building	10	Further Examination by Mr. Hilliard
13	500 North Shoreline Boulevard	11	Further Examination by Mr. Mazzone
14	Corpus Christi, Texas 78471-1007	12	Further Examination by Mr. Gonzales
15	FOR THE DEFENDANTS, ANADARKO E&P COMPANY L.P. F/K/A RME	13	Further Examination by Mr. Shoebottom
16	PETROLEUM COMPANY F/K/A UNION PACIFIC RESOURCES COMPANY F/K/A	14	Further Examination by Mr. Hall
17	CHAMPLIN PETROLEUM COMPANY, SOUTHWESTERN REFINING COMPANY, INC.	15	EXHIBIT(S)
18	AND KERR-MCGEE CORPORATION:	16	1 EPA Notification of Hazardous Waste Site Filed
19	MR. MICHAEL J. MAZZONE	17	by J. L. Laird
20	Haynes & Boone, L.L.P.	18	2 EPA Notification of Hazardous Waste Site Filed
21	1000 Louisiana Street	19	by Donald D. Palmer
22	Suite 4300	20	3 Donald Palmer Interview on Thursday, March 6, 2003
23	Houston, Texas 77002-5012	21	4 Affidavit of Donald Palmer
24	MS. CHRISTINE FERNANDEZ	22	5 Map
25	Haynes & Boone, L.L.P.	23	6 Nueces County Environmental Maps
	600 Congress Avenue	24	7 Aerial Photograph
	Suite 1300	25	8 Aerial Photograph
	Austin, Texas 78701-3285		INDEX TO OBJECTION(S)
	FOR THE DEFENDANT, MONSANTO COMPANY:		PAGE(S)
	MR. JONATHAN B. SHOEBOTTOM		By Mr. Drilling
	Thompson & Knight, L.L.P.		By Mr. Hilliard
	333 Clay Street		By Mr. Gonzales
	Suite 3300		By Mr. Shoebottom
	Houston, Texas 77002		

Page 3		Page 5	
1	FOR THE DEFENDANT, BAY, LTD.:	1	VIDEOGRAPHER: Time is 9:33 a.m., May 10th, year
2	MR. RUDY GONZALES, JR.	2	2004. We are recording.
3	Gonzales, Hobbs & Ferguson, L.L.P.	3	DONALD PALMER,
4	2000 Frost Bank Plaza	4	having been first duly sworn, testified as follows:
5	802 North Caracaluma	5	EXAMINATION
6	Corpus Christi, Texas 78470	6	BY MR. HILLIARD:
7	FOR THE DEFENDANT, LIVE OAK MATERIALS, INC.	7	Q Good morning, Mr. Palmer.
8	MR. CHRISTOPHER HALL	8	A Morning.
9	Gary, Thomasson, Hall & Marks, P.C.	9	Q My name is Bob Hilliard. We've met before; is that
10	210 South Caracaluma	10	right?
11	Suite 500	11	A Uh-huh.
12	Corpus Christi, Texas 78401-3042	12	Q You understand I'm the attorney representing the
13	FOR THE DEFENDANTS, BALLARD SAND & GRAVEL PIT, MAMIE H. BALLARD,	13	plaintiffs in the lawsuit that's been brought as a result of the
14	MARY MASSON, TRUSTEE FOR THE C.F. BALLARD RESIDUAL TRUST AND	14	Ballard Sand & Gravel Pit?
15	MICHAEL BALLARD:	15	A Yes.
16	MR. C. M. "SKIP" HENKEL, III (NOT PRESENT)	16	Q We're in my office today to take your deposition in
17	Fritz, Byrne, Head & Harrison, L.L.P.	17	preparation for trial, as you are a fellow that might have some
18	500 North Shoreline Boulevard	18	facts that need to be put on the record. You understand that?
19	Suite 800	19	A Uh-huh. I understand.
20	Corpus Christi, Texas 78471	20	Q The way this deposition is going to work is, I'm going
21	FOR THE DEFENDANT, JOHN HELDENFELS, SR. AND HELDENFELS BROTHERS,	21	to get some background information from you. Then we're going
22	INC.:	22	to probably pretty quickly move into your work history at Brine
23	MR. BEN A. DONNELL (NOT PRESENT)	23	Services and then the relationship between Brine and Ballard
24	Donnell, Abernethy & Klechnick	24	Sand & Gravel Pit. Have you had your deposition taken before?
25	555 North Caracaluma	25	A Not in years.
	Suite 400		
	P. O. Box 2624		
	Corpus Christi, Texas 78403-2624		
	ALSO PRESENT:		
	MR. THOMAS KLING, Videographer		
	MR. ROBERT HENDERSON		
	REPORTED BY: MARICELA FLORES, C.S.R. NO. 2558		

<p style="text-align: right;">Page 6</p> <p>1 Q Okay. Well, let me just tell you that if for whatever 2 reason you want to take a break, get a cup of coffee or, you 3 know, whatever – 4 A I'll let you know. 5 Q You'll let me know, okay. How old a gentleman are you? 6 A Seventy-two. 7 Q And where do you currently reside? 8 A (b) (6) 9 Q Okay. 10 A Corpus Christi. 11 Q Are you retired? 12 A Yes. 13 Q Okay. Can you go through what your work history was 14 before you retired? Who you worked for and what you did? 15 A Immediately prior to retirement? 16 Q Yes, sir. 17 A I worked for Phillips Services. 18 Q Phillips? 19 A Phillips. 20 Q Uh-huh. 21 A I was a field safety supervisor for them. 22 Q Okay. 23 A They did industrial work in the Corpus Christi area. 24 Q How long did you do that? 25 A I can't remember when I retired. Eight years.</p>	<p style="text-align: right;">Page 8</p> <p>1 before you – 2 A Vice president. 3 Q Who was president? 4 A Mr. Henderson. 5 Q Was there only one vice president? 6 A Yes. 7 Q Did you own stock in the company? 8 A Yes. 9 Q While at Brine, did – do you know whether – or do you 10 have any information about Brine's relationship with the Ballard 11 Sand & Gravel Pit? 12 A That came later on. I know we used their pit and dumped 13 into their pits. 14 Q Okay. And how do you know that? 15 A How do I know we dumped into them? 16 Q Yes, sir. 17 A Well, the people hauled out there. And I occasionally 18 hauled a load or two out there. 19 Q All right. So from time to time, you would also drive 20 the vacuum trucks? 21 A Yes. Uh-huh. 22 Q Okay. Can you tell me, based on your personal 23 knowledge, what you know that Brine took out to the pits and 24 where they got it from? 25 A It was various industrial wastes from the refineries in</p>
<p style="text-align: right;">Page 7</p> <p>1 Q And prior to that, where did you work before you – 2 A I worked for Brine Service Company. 3 Q How long did you work for Brine Service Company? 4 A Thirty years. 5 Q Do you recall about when you started? What year? 6 A 1961. 7 Q Where did you start working for them? In what city? 8 A Corpus Christi. 9 Q And in 1961 when you began working for Brine Services, 10 what was the company doing? What was your job? 11 A Oil field services. 12 Q Okay. 13 A Completion fluid, workover fluids. Hauling brine. Did 14 some vacuum truck work in the oil field. Hauled brine to the 15 refineries. 16 Q Now, would you take me, through the thirty years that 17 you worked for Brine, what your various job titles were as the 18 years passed? As best you can recall. 19 A Yeah. It was quite a versatile company. We, of course, 20 did the oil field service. We branched into the refinery 21 services. We did high-pressure water cleaning. Cleaned 22 petroleum tanks. Cleaned up oil spills. I guess that's about 23 it. Just a general – just vacuum truck services and oil field 24 services. 25 Q And what was the title that you held finally at Brine</p>	<p style="text-align: right;">Page 9</p> <p>1 the local Corpus Christi area and from drilling sites in the 2 area, you know. 3 Q Can you give me an example of how it would work in 4 picking up waste and taking it out to the Ballard Sand & Gravel 5 Pit? 6 A What? Rephrase that again. 7 Q I mean, would you get the call from the refinery? 8 A Yes. They would call. And they would have something to 9 clean or something to remove, you know. And we'd take it out to 10 our pit. 11 Q So once you got the call, would a vacuum – 12 A I guess I'm probably talk – I'm probably speaking in 13 general for the original Brine Service pit and the Ballard pit. 14 Now, I don't – the time period, I do not remember when one 15 stopped and the other one started. I can't get to it. I don't 16 remember. I don't get that close. 17 Q All right. 18 A But I do remember hauling some out there. 19 Q When you say "out there," you mean the Ballard Sand & 20 Gravel Pit? 21 A The Ballard, yeah. Yeah. 22 MR. DREILING: Object to form. 23 Q And what you're saying is that there was another pit 24 that was not the Ballard Sand & Gravel Pit; is that right? 25 MR. DREILING: Object to form.</p>

3 (Pages 6 to 9)

U.S. LEGAL SUPPORT

Corpus Christi, Tx. - 361-883-1716

Rio Grande Valley - 1-800-881-0670

c6cf5a28-9466-456a-87b7-91d8b27f0331

003818

Page 10

1 Q There was a second location; is that right?

2 A ~~The second location that we used was the Ballard pit.~~

3 Q Where was the first location?

4 A ~~It was in Corpus Christi.~~

5 Q All right. Is that the one that was owned by Brine

6 Services out on 377?

7 A Yes.

8 Q Okay. When you would pick up waste for Brine Services,

9 can you recall the refineries that you would pick the wastes up

10 from? ~~The names of the refineries?~~

11 A Oh, my gosh. Might as well just go down the list. We

12 worked for ~~nearly everybody in Corpus Christi.~~

13 Q Okay.

14 A Yeah. We had a pretty good reputation.

15 Q Specifically -- assuming that Brine stopped at every

16 refinery and picked up waste -- is that what you're testifying

17 to? That they did go to every refinery in Corpus?

18 A ~~Nearly every refinery~~ as I can remember. You know,

19 there's some places we didn't go to for -- I don't remember

20 which ones. We didn't do much -- I was trying to think of

21 somebody we didn't do much work for. Some of them were built

22 after the ~~no-pit rule~~ went into effect. Of course, we didn't

23 haul from there. But I think the --

24 MR. DREILING: I'm sorry. I didn't hear that.

25 A Some of them, the refineries were built -- like the

Page 11

1 refinery -- I can't remember. The one out there on -- west of

2 town, the newest one.

3 MR. DREILING: Okay.

4 A They were built after the no-pit rule went into effect.

5 And the disposal facilities were built to take care of that.

6 MR. DREILING: Okay.

7 Q Before the no-pit rule, give me the names of the

8 refineries that you specifically remember picking waste up

9 from.

10 A Oh, it'd be Champlin, Southwestern, Suntime, Coastal

11 States. That's the major refineries there. And then there was

12 some little ones. I don't remember --

13 Q Champlin, Suntime, Coastal States. What was the other

14 one you --

15 A Southwestern.

16 Q Southwestern, sorry. Now, specifically what types of

17 wastes would you pick up from these refineries?

18 A It'd primarily be oily waste and various tank bottoms.

19 Storage tank bottom.

20 Q Now, why would you sometimes drive the vacuum trucks?

21 A Well, if we were shorthanded and the job needed to be

22 done, well, occasionally I drove one. Mr. Henderson's son,

23 Eddie, drove one. And people -- you know, in emergency oil

24 spills that people called and we were tied up and needed an

25 early response, well, we'd drive one till we got relief or

Page 12

1 whatever, you know.

2 Q And when you were driving, how did you -- who gave you

3 directions to find the Ballard Sand & Gravel Pit? How'd you

4 find it? How'd you know where it was?

5 A Oh, when the deal was made, Mr. Henderson and I went out

6 there one day and he showed me where it was.

7 Q Did you --

8 A I found -- I found my way back.

9 Q Okay. Did you meet Mr. Ballard?

10 A No. Uh-huh. I don't believe I did.

11 Q All right. And do you recall driving the vacuum truck

12 for Brine Services, Inc. out to the pit?

13 A Yes. Uh-huh.

14 Q How did you know where to dump the waste when you went

15 out there?

16 A I don't remember. We had put a board or marked it or

17 something somewhere to -- to where to back up to, where the

18 trucks would back off into it, you know.

19 Q Now, did you ever go out and get waste from the pit and

20 take it --

21 A No.

22 Q Okay. Did Brine Services, Inc. ever get waste from out

23 of town and bring it into --

24 A Occasionally, yes. Uh-huh.

25 Q All right. And when they did that, do you recall who

Page 13

1 they would pick waste up from?

2 A The only one I can think of offhand would be like Mobil

3 Products Terminal in San Antonio. Or something like that.

4 Q And what type of waste would you pick up? Same?

5 A It would be tank bottoms.

6 Q And would Mobil's waste also make its way to the Ballard

7 Sand & Gravel Pit through the Brine vacuum trucks?

8 A I don't -- I don't remember whether it got that far. I

9 don't know whether it was that late in the period, you know.

10 But most of that Mobil stuff was done earlier in the -- because

11 they had some slop tanks they put in service.

12 Q I see.

13 A And we put -- after a certain period of time later on in

14 this period we're talking about here, they selected tanks to be

15 designated as slop tanks. And then they -- we unload in there.

16 And then they'd have a contractor, whoever, to come get the

17 stuff out of the slop tanks and haul to a designated disposal

18 facility.

19 Q So you would move waste around for them?

20 A Yeah.

21 Q But not bring it back to --

22 A Right.

23 Q I see what you're saying. And are you pretty confident

24 that the Mobil tank bottom waste didn't make it into either the

25 Ballard Sand & Gravel Pit or the Brine Services, Inc. pit?

4 (Pages 10 to 13)

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<p style="text-align: right;">Page 14</p> <p>1 A The out of town parts, yes.</p> <p>2 Q All right.</p> <p>3 (Exhibit Nos. 1 and 2 marked.)</p> <p>4 Q Palmer Exhibit 1 is an EPA Notification of Hazardous</p> <p>5 Waste. And though stapled together, Palmer Exhibit 2 is a</p> <p>6 similar document. I'm going to have you take a look at these.</p> <p>7 Have you seen these before, sir?</p> <p>8 A Yes.</p> <p>9 Q All right. On Palmer Exhibit No. 2, on the back page,</p> <p>10 is that your signature on the bottom, sir?</p> <p>11 A Yes, it is.</p> <p>12 Q Okay. Can you tell us what that document is and how you</p> <p>13 came about signing it?</p> <p>14 A Excuse me. It was a document required by the EPA for</p> <p>15 people knowledgeable of disposal sites to submit, to fill out</p> <p>16 and submit to the EPA for the superfund program. And</p> <p>17 notification of all hazardous waste sites.</p> <p>18 Q Does it say what types of waste?</p> <p>19 A Yeah. Uh-huh. Yeah.</p> <p>20 Q Can you tell me what it says?</p> <p>21 A This says here oil refining -- oil refining and oil</p> <p>22 production.</p> <p>23 Q Okay. Did someone help you fill that one out?</p> <p>24 A I had a little help, I believe, from a friend here.</p> <p>25 Q Who's that?</p>	<p style="text-align: right;">Page 16</p> <p>1 one. Or should have, if I remember correctly.</p> <p>2 Q Now, was there anyone else at Brine Services, Inc. that</p> <p>3 handled the environmental paperwork, if that's what this is,</p> <p>4 besides yourself?</p> <p>5 A It was shared between Mr. Henderson and myself, I think.</p> <p>6 Q Now, Palmer Exhibit 2, which is the document that you</p> <p>7 signed, says the site location is the Calallen pit on North</p> <p>8 County Road 73. Is that the Brine -- I mean, excuse me. Is</p> <p>9 that the Ballard Sand & Gravel Pit?</p> <p>10 A That's the Ballard, yeah.</p> <p>11 Q It says that there was oil refining and oil</p> <p>12 production --</p> <p>13 A Waste, yeah.</p> <p>14 Q -- waste? And organics, acids and bases?</p> <p>15 A Yeah. That's -- that part designated chemical cleaning</p> <p>16 solutions when they clean the refining units.</p> <p>17 Q Yes, sir.</p> <p>18 A It'd be the caustics and acids. Normally, they</p> <p>19 circulated caustic.</p> <p>20 Q There's a section on this document that says total</p> <p>21 facility waste amount. And it has it -- it's tough to read.</p> <p>22 But the first line, I think, is -- maybe you can help me -- is</p> <p>23 60,000. But I don't know if that's barrels that it's referring</p> <p>24 to. Do you?</p> <p>25 A It looks to me like cubic tons or something. I don't</p>
<p style="text-align: right;">Page 15</p> <p>1 A John Kampfhenkel.</p> <p>2 Q And who is -- who is that man?</p> <p>3 A He was the chief environmental engineer for Suntime</p> <p>4 Refining.</p> <p>5 Q Did Suntime Refinery's waste make it out to the Ballard</p> <p>6 Sand & Gravel Pit?</p> <p>7 A I believe so, yes.</p> <p>8 Q Okay. And take a look at Exhibit 1, which is the first</p> <p>9 two pages of that stapled document. I'm not sure if your name</p> <p>10 appears on that document or not. Is that the same document, but</p> <p>11 Suntime fills it out? As best you can tell.</p> <p>12 A Yes.</p> <p>13 Q Does that identify the friend that you said helped you</p> <p>14 fill yours out?</p> <p>15 A Yeah. Uh-huh.</p> <p>16 Q And his position at Suntime?</p> <p>17 A Chief environmental engineer.</p> <p>18 Q All right.</p> <p>19 A Yeah. I saw it.</p> <p>20 Q How'd you come about filling -- getting that document</p> <p>21 and realizing you were going to have to --</p> <p>22 A It was mailed to us.</p> <p>23 Q All right.</p> <p>24 A It was in the mail. I think everybody that dealt in</p> <p>25 hazardous waste, when they were setting up all this, gotten</p>	<p style="text-align: right;">Page 17</p> <p>1 know.</p> <p>2 Q And the second line, what is that?</p> <p>3 A It says 450,000. It says -- it says gallons. That'd be</p> <p>4 equivalent to about 1,000 -- 10,000 barrels. I don't know what</p> <p>5 this has -- means. Square feet would be 20,000.</p> <p>6 Q Total facility area, square feet, 20,000?</p> <p>7 A Yeah.</p> <p>8 Q Is that the size of the pit?</p> <p>9 A Yeah.</p> <p>10 Q Now, this document, these last two pages that I've</p> <p>11 marked as Palmer Exhibit 2, does not indicate -- it indicates</p> <p>12 waste type, but it does not indicate where the waste was picked</p> <p>13 up from.</p> <p>14 A No. Huh-uh. No. It just designated -- notified where</p> <p>15 the pits were.</p> <p>16 Q Okay. And if we're using Palmer Exhibit 2 -- and the</p> <p>17 date of waste handling is 1968 to 1969. Can you tell us at that</p> <p>18 time where Brine Services, Inc. was getting this waste</p> <p>19 identified in this document to take to the Ballard Sand & Gravel</p> <p>20 Pit?</p> <p>21 A Probably the local refineries.</p> <p>22 Q Would it be the ones that you've already testified to?</p> <p>23 A Yeah. Uh-huh.</p> <p>24 Q Okay. Would that include Champlin?</p> <p>25 A Uh-huh.</p>

5 (Pages 14 to 17)

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<p style="text-align: right;">Page 18</p> <p>1 Q Southwestern?</p> <p>2 A Uh-huh.</p> <p>3 Q Coastal States?</p> <p>4 A Yes.</p> <p>5 Q And Suntide?</p> <p>6 A Yes.</p> <p>7 Q Are there others that you can recall by name?</p> <p>8 A Not offhand.</p> <p>9 Q All right.</p> <p>10 A No.</p> <p>11 Q Now, Palmer Exhibit 1 is the same type document showing</p> <p>12 this Calallen pit, but this one is filled out by Suntide</p> <p>13 Refining Company, a gentleman that you've already said was a</p> <p>14 friend of yours named John -- John R. Kampthenkel?</p> <p>15 A Kampthenkel.</p> <p>16 Q Is this gentleman still alive?</p> <p>17 A As far as I know.</p> <p>18 Q Have you talked to him recently?</p> <p>19 A No. Uh-huh. No.</p> <p>20 Q Okay. Let me ask you: If you look at the second page</p> <p>21 where it says total facility waste amount estimated at 500,000</p> <p>22 gallons --</p> <p>23 MR. DREILING: Bob, is that Plaintiff's Exhibit 1</p> <p>24 you're looking at?</p> <p>25 MR. HILLIARD: Yes, sir.</p>	<p style="text-align: right;">Page 20</p> <p>1 A Yeah.</p> <p>2 Q May 2nd, 1981?</p> <p>3 A Uh-huh.</p> <p>4 Q Let me see when he signed his.</p> <p>5 A I don't remember what date the no-pit rule went into</p> <p>6 effect, you know, when they closed all the pits. I have no</p> <p>7 idea.</p> <p>8 Q Well, unfortunately, the date on this one, you can't</p> <p>9 read it through the copy. But it's actually signed by a guy</p> <p>10 name J. L. Laird. Who's that?</p> <p>11 A He was the plant manager at Suntide Refining.</p> <p>12 Q I see. I only have one document like this with your</p> <p>13 name on it. Were there other documents that were similar to</p> <p>14 this that you remember filling out during your time at Brine</p> <p>15 Services?</p> <p>16 A There was one identical to this covering the other pit,</p> <p>17 the Brine service pit. And that's all where I dealt on that.</p> <p>18 Q I gotcha. Did you also, Mr. Palmer, happen to be</p> <p>19 contacted by the Texas -- what's now called this TCEQ? But I</p> <p>20 think when they contacted you, they called themselves the</p> <p>21 TNRCC.</p> <p>22 A Yeah. Uh-huh.</p> <p>23 Q And also the Environmental Protection Agency?</p> <p>24 A Right. I did.</p> <p>25 Q Did they make it out to your house and take a recorded</p>
<p style="text-align: right;">Page 19</p> <p>1 Q Do you see that number?</p> <p>2 A Yeah. Uh-huh. Yeah.</p> <p>3 Q Now, if you guys had a total of 450,000 gallons from all</p> <p>4 of the refineries and Suntide had 500,000 only from them, do you</p> <p>5 know -- do you know if they were using another service to haul</p> <p>6 their waste out there?</p> <p>7 A I don't think so, no.</p> <p>8 Q I see.</p> <p>9 A I don't think so.</p> <p>10 Q Do you understand the discrepancy?</p> <p>11 A Yeah. Yeah. I understand that.</p> <p>12 Q Do you have --</p> <p>13 A I can't answer that.</p> <p>14 Q Okay.</p> <p>15 A I don't know why.</p> <p>16 Q All righty. Did you and Mr. --</p> <p>17 A Kampthenkel.</p> <p>18 Q Thank you. Kampthenkel fill these two documents out at</p> <p>19 the same time while you-all were together physically? Do you</p> <p>20 recall?</p> <p>21 A I don't believe -- no. I don't think we were together</p> <p>22 when we filled them out. But I think I probably went to him for</p> <p>23 advice, you know. For his expertise.</p> <p>24 Q Right. And do you have a memory as to when this was --</p> <p>25 well, here's the date of your signature.</p>	<p style="text-align: right;">Page 21</p> <p>1 --</p> <p>2 A They sure did.</p> <p>3 Q Yeah. Have you had a chance to read over your recorded</p> <p>4 statement?</p> <p>5 A Yes, I have. Uh-huh.</p> <p>6 Q Is everything in that recorded statement, as best you</p> <p>7 can recall, accurate and --</p> <p>8 A As far as I can remember.</p> <p>9 Q Okay. I showed you another copy of it this morning.</p> <p>10 But you told me you have a copy at your house, too?</p> <p>11 A I do. Yeah.</p> <p>12 Q And you read it last night?</p> <p>13 A I read it over the weekend.</p> <p>14 Q Over the weekend?</p> <p>15 A Yeah. Uh-huh.</p> <p>16 Q You read this one this morning?</p> <p>17 A Yeah.</p> <p>18 Q I'm going to mark this as Exhibit 3</p> <p>19 (Exhibit No. 3 marked.)</p> <p>20 Q And just be sure that I'm clear that everything that you</p> <p>21 told these folks and that you read when you were preparing for</p> <p>22 this deposition, as best you can remember, given the time --</p> <p>23 A Yeah. EPA sent me one. Because I requested it after</p> <p>24 the thing. And I read it not too long after I got it.</p> <p>25 Q Okay. And is Exhibit 3 the statement in its entirety?</p>

6 (Pages 18 to 21)

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<p style="text-align: right;">Page 22</p> <p>1 A Do what?</p> <p>2 Q This is your statement?</p> <p>3 A Oh, okay.</p> <p>4 Q I'm asking you, is it your statement in its entirety?</p> <p>5 A Yeah.</p> <p>6 Q And I'll represent to you that it is.</p> <p>7 A Yeah. Okay.</p> <p>8 Q Okay. Back in March, I also asked if you would sign an</p> <p>9 affidavit --</p> <p>10 A Uh-huh.</p> <p>11 Q -- concerning the waste that was picked up by Brine at</p> <p>12 the various refineries. And did you agree to do that?</p> <p>13 A Yeah. Yes, I did.</p> <p>14 (Exhibit No. 4 marked.)</p> <p>15 Q I'm going to show you Plaintiff's Exhibit No. 4, just</p> <p>16 for identification purposes.</p> <p>17 A Yeah.</p> <p>18 Q This is the affidavit that you signed; is that right?</p> <p>19 A Yeah.</p> <p>20 Q Yeah.</p> <p>21 MR. HILLIARD: Thank you, sir. Appreciate you</p> <p>22 coming in. Pass the witness.</p> <p>23 MR. MAZZONE: Want me to go first? All right.</p> <p>24 MR. GONZALES: Let me see his statement, please.</p> <p>25 MR. DREILING: He's going to go.</p>	<p style="text-align: right;">Page 24</p> <p>1 A Right.</p> <p>2 Q How much of your time was spent in the oil field as</p> <p>3 opposed to at refineries, would you say?</p> <p>4 (Whereupon Mr. Del Mar Hilliard left the deposition</p> <p>5 room at this time.)</p> <p>6 A Originally, probably -- probably ninety percent. And</p> <p>7 then eventually it became so much as -- it just kind of</p> <p>8 switched. Probably ninety percent of the time was in the</p> <p>9 refining industry.</p> <p>10 Q All right. When was -- when did that switch occur? Can</p> <p>11 you recall approximately?</p> <p>12 A Oh, it was -- it was gradual. It --</p> <p>13 Q How about if we use the date of the hurricane, Hurricane</p> <p>14 Bendat, in 1969 as the date? What would you say the percentage,</p> <p>15 you know, allocation would have been at that time?</p> <p>16 A At that time, probably -- probably sixty-five, seventy</p> <p>17 percent industrial.</p> <p>18 Q Okay. And the balance would have been oil field?</p> <p>19 A Uh-huh.</p> <p>20 Q Okay. Now, you mentioned earlier you drove a truck.</p> <p>21 How often do you think you drove a truck for Brine?</p> <p>22 A Oh, my gosh. I don't know. Maybe once a week or once a</p> <p>23 month or once every two months.</p> <p>24 Q Okay.</p> <p>25 A It's just -- like I say, it was --</p>
<p style="text-align: right;">Page 23</p> <p>1 MR. SHOEBOOTHAM: He is.</p> <p>2 EXAMINATION</p> <p>3 BY MR. MAZZONE:</p> <p>4 Q Mr. Palmer?</p> <p>5 A Yes.</p> <p>6 Q My name is Michael Mazzone. I met you earlier today. I</p> <p>7 represent Southwestern Refining and Anadarko, which took over</p> <p>8 the Champlin facility. I'm going to ask you a few questions.</p> <p>9 Can you tell me the kinds of jobs that you did when</p> <p>10 you worked at Brine?</p> <p>11 A I was originally started as a sales engineer in the oil</p> <p>12 field. I was a -- I guess you would call me as a general</p> <p>13 outside supervisor of all phases of the operation. I did</p> <p>14 everything from drive a truck to weld or clean tanks. Whatever</p> <p>15 needed to be done.</p> <p>16 Q Would you say more of your work was done -- and when you</p> <p>17 say "the oil field," you mean at -- you mean at exploration and</p> <p>18 production sites?</p> <p>19 A Work with who?</p> <p>20 Q When you say "oil field," are you referring to --</p> <p>21 A Yeah. Oil field, yeah.</p> <p>22 Q -- oil and gas wells?</p> <p>23 A Uh-huh.</p> <p>24 Q Okay. And locations out in the field, like tank</p> <p>25 batteries and that sort of thing?</p>	<p style="text-align: right;">Page 25</p> <p>1 Q Well, let me be more specific. Do you recall -- how</p> <p>2 many times do you recall driving a truck to the Ballard</p> <p>3 facility?</p> <p>4 A Oh, I don't know. It wasn't -- it wasn't over two or</p> <p>5 three times, if that much.</p> <p>6 Q Okay.</p> <p>7 A I just --</p> <p>8 MR. HILLIARD: Excuse me, sir.</p> <p>9 Q And were you the only person on the truck when you drove</p> <p>10 the truck to the Ballard site?</p> <p>11 A Yes. Uh-huh.</p> <p>12 Q Okay. So it was your responsibility for --</p> <p>13 A Yeah. Every -- every truck driver took care of his own</p> <p>14 truck and --</p> <p>15 Q Okay.</p> <p>16 A There were no helpers involved.</p> <p>17 Q What size truck was it that you drove out to the Ballard</p> <p>18 site two or three times?</p> <p>19 A We had bobtail trucks. We had semi trucks, eighteen-</p> <p>20 wheelers. And I don't remember which one it was, to be frank</p> <p>21 with you.</p> <p>22 Q I'm trying to --</p> <p>23 A I don't remember whether it was a big one or a little</p> <p>24 one.</p> <p>25 Q Yeah. I'm trying to get a sense -- I should have asked</p>

7 (Pages 22 to 25)

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<p style="text-align: right;">Page 26</p> <p>1 a better question -- of the storage capacity of the truck.</p> <p>2 A We had what we called 60 barrel capacity.</p> <p>3 Q 60 barrel?</p> <p>4 A And 110 barrel capacities trucking rig.</p> <p>5 Q 110, okay. Do you recall, on the two or three times</p> <p>6 that you drove to the Ballard site, whether you used the 60</p> <p>7 barrel or 110 barrel truck?</p> <p>8 A I probably used one of each on that, yeah.</p> <p>9 Q All right. Now, how many times do you think you've been</p> <p>10 to the <u>Southwestern Refining</u> Refinery property?</p> <p>11 A Oh, my gosh. How many times had I been there?</p> <p>12 Q Yes, sir.</p> <p>13 A Well, I'd go every day for the week. Or through the</p> <p>14 years, <u>hundreds of times</u>.</p> <p>15 Q Okay. To work -- to work at the <u>Southwestern</u> facility?</p> <p>16 A To work at Southwest Refinery.</p> <p>17 Q Okay. Did you ever drive a truck, a Brine truck, that</p> <p>18 had materials from the Southwest Refinery? Did you ever drive a</p> <p>19 truck off that facility?</p> <p>20 A Yes. Uh-huh.</p> <p>21 Q How many times did you do that?</p> <p>22 A I don't -- I don't know. It couldn't be over two or</p> <p>23 three times, just like going to the pit there.</p> <p>24 Q Okay. Do you know if Southwest Refinery had a land</p> <p>25 farm for refinery waste?</p>	<p style="text-align: right;">Page 28</p> <p>1 facility off --</p> <p>2 A Yes, I did.</p> <p>3 Q -- off the Champlin facility?</p> <p>4 A Yes, I did.</p> <p>5 Q Did you ever drive a truck from the Champlin facility to</p> <p>6 the Ballard site?</p> <p>7 A Yes, I did.</p> <p>8 Q How many times?</p> <p>9 A Probably, myself, maybe once or twice.</p> <p>10 Q Okay. Would it be accurate to say, Mr. Palmer, that of</p> <p>11 your own personal knowledge, you're aware of maybe, at most,</p> <p>12 three truckloads going from the Southwest facility to the</p> <p>13 Ballard site and as many as no more than three truckloads from</p> <p>14 the Champlin facility to the Ballard site?</p> <p>15 A That I might have hauled.</p> <p>16 Q Yes, sir.</p> <p>17 A Yeah.</p> <p>18 Q That you know about of your own personal knowledge</p> <p>19 because you drove the truck?</p> <p>20 A Yeah, yeah, yeah.</p> <p>21 Q Okay. Did Brine Service Company haul drilling muds?</p> <p>22 A Yes, we did.</p> <p>23 Q Where did they take the drilling muds?</p> <p>24 A To the pits. We're talking Ballard pit. To the Ballard</p> <p>25 pit. That's the only one we had at that time.</p>
<p style="text-align: right;">Page 27</p> <p>1 A Yes, they did. Yes, they did.</p> <p>2 Q Okay. Do you remember when that land farm began?</p> <p>3 A No, I don't.</p> <p>4 Q Okay. Did you ever haul any materials from the</p> <p>5 Southwest Refinery?</p> <p>6 A I didn't, but some of our people did.</p> <p>7 Q Okay. Did you ever haul material from the Southwest</p> <p>8 Refinery to the Ballard pit?</p> <p>9 A I don't recall whether I did. I'm pretty sure I did,</p> <p>10 you know.</p> <p>11 Q Think you did?</p> <p>12 A Yeah.</p> <p>13 Q How many times did you do that?</p> <p>14 A Maybe once, you know.</p> <p>15 Q Okay. Do you recall what material was in the truck --</p> <p>16 A No.</p> <p>17 Q -- that you drove from the Southwest Refinery to the</p> <p>18 Ballard site?</p> <p>19 A No, no, no.</p> <p>20 Q Okay. Do you recall what year that was?</p> <p>21 A No.</p> <p>22 Q How about the Champlin facility? Have you been on the</p> <p>23 Champlin facility?</p> <p>24 A <u>Many</u> times.</p> <p>25 Q Okay. Did you ever drive a truck from the Champlin</p>	<p style="text-align: right;">Page 29</p> <p>1 Q All right. Now, I've heard the word "pits," and I've</p> <p>2 heard the word "pit" in connection with Ballard.</p> <p>3 A Well, pit, I'm talking -- we're talking -- I keep</p> <p>4 getting confused between both facilities.</p> <p>5 Q Okay.</p> <p>6 A But, I'm sorry, the Ballard pit.</p> <p>7 Q Okay. Ballard -- Ballard pit?</p> <p>8 A Yeah.</p> <p>9 Q Is it your understanding that there was only one pit at</p> <p>10 the Ballard site?</p> <p>11 A No. There was some more pits back away from there,</p> <p>12 gravel pits. But we just hauled to one pit.</p> <p>13 Q I see. Do you know if anybody else was hauling to that</p> <p>14 one pit?</p> <p>15 A No, we don't. No, I don't.</p> <p>16 Q Okay. Do you know whether Mr. Ballard gave anybody</p> <p>17 permission to dump in other pits at the Ballard pit?</p> <p>18 A I don't believe we had permission to dump but just in</p> <p>19 one pit.</p> <p>20 Q Okay. Do you --</p> <p>21 A I understand there was some dumping later on out there</p> <p>22 in some of the pits, but I don't know.</p> <p>23 Q Okay. Do you -- the pit that you have in mind is the</p> <p>24 one that Brine had permission to use on the Ballard site?</p> <p>25 A Yes.</p>

8 (Pages 26 to 29)

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1 Q Do you know if other companies were putting material in
2 that pit?
3 A No, I don't. It wasn't controlled.
4 Q In other words, you're saying you don't know whether
5 they did or did not?
6 A No. I don't know.
7 Q Okay. As far as you know, they could have?
8 A They could have, yeah.
9 Q Okay. Mr. Palmer, the Ballard pit that we're talking
10 about was used by the Brine company, according to your
11 testimony, for approximately one year?
12 A Close as I can estimate, yes.
13 Q Okay. And can we get a sense from you, sir, of how much
14 material you think Brine put into that pit during that one-year
15 period?
16 A No. I have no idea. The estimate I gave on this
17 document here, all I can give you is the 450,000 gallons, which
18 may be way short. But that's what I put at that time.
19 Q In 1981 when you filled out the form, that was your best
20 estimate of the amount of material that Brine took and put in
21 that Ballard pit?
22 A Uh-huh.
23 Q How many truckloads do you think that would have been?
24 Can you do the math for me?
25 A Oh, my gosh. Thousand.

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1 Q A thousand truckloads?
2 A (Moving head up and down.)
3 Q Do you know what the refineries that Brine serviced and
4 whose material you think went from their sites to the Ballard
5 pit, do you know what they were doing with their materials
6 before 1968?
7 A It went to the — our original pit, Brine Service pit in
8 town.
9 Q Okay. That's the one I — that we've called on I-37?
10 A I-37, yeah.
11 Q All right. And when did that pit stop being used?
12 A I don't remember what — what the date was on it.
13 Q All right.
14 A I have no idea. I can't — I can't remember that date.
15 Q Okay. After 19 — after this one-year period where the
16 Ballard pit was used, where did these customers of Brine have —
17 have their wastes taken to?
18 A It went to — they did a lot of it in-house. A lot of
19 it went to International Pollution Control, Incorporated, which
20 was built out on Saratoga, off Saratoga Boulevard.
21 Q When you say in-house, you mean it went from one
22 location on the refinery site to another?
23 A Yeah. Like some of these other companies did. They
24 designated a waste tank. Or Southwestern in particular
25 designated a big tank for their cleaning acids I talked about a

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1 while ago.
2 Q All right.
3 A They all — they kept it in-house. And everybody — you
4 know, everybody tried to abide by the rule, which they did abide
5 by the rule, you know.
6 Q All right. As far as you know, the Southwestern
7 Refinery Company abided by the rules?
8 A Yeah. Uh-huh.
9 Q And the Champlin Refining Company abided by the rules?
10 A Yes.
11 Q And when they — when you hauled any wastes for either
12 Southwestern or Champlin the few times that you did, did you
13 know what you were hauling?
14 A Yeah. Probably did.
15 Q All right. Did anybody at either of those companies,
16 Southwestern or Champlin, hide from you what the material was?
17 A No. Hub-uh. No.
18 Q Did they mislead you in any way about what the material
19 was?
20 A No.
21 Q And did you think what you were doing was illegal?
22 A It wasn't at that time.
23 Q Do you think what you were doing was improper?
24 A I don't think I did at that time. No, I didn't.
25 Q All right.

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1 A I was raised on the ship channel here in Corpus Christi.
2 Q Okay. I understand.
3 A So —
4 Q Yeah.
5 A So I've been close to it all my life.
6 Q Yeah. All right. And I think you said you thought the
7 Brine company had a good reputation?
8 A Yes, I do.
9 Q And I take it you're proud of the work that you did for
10 Brine over the thirty or some year period?
11 A Yes. We had good friends and good reputation.
12 Q And you — and at any — through the entire time you
13 worked for the company, you personally didn't do anything you
14 thought was improper, right?
15 A No. Hub-uh.
16 Q Okay. And do you know of any instance in which Mr.
17 Henderson did anything —
18 A No.
19 Q — that you thought was improper?
20 A No. Brine Service Company was very instrumental in
21 having secured a disposal facility, get something started, you
22 know, for —
23 Q Right.
24 A And I think it cost the company money.
25 Q How would you contrast what you did for Brine with what

9 (Pages 30 to 33)

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<p style="text-align: right;">Page 34</p> <p>1 Mr. Henderson did for Brine?</p> <p>2 A Contrast?</p> <p>3 Q Yeah. I mean, if you could kind of describe.</p> <p>4 A Yeah.</p> <p>5 Q Maybe you did the same thing. I don't know.</p> <p>6 A I don't know. We worked pretty close together for many</p> <p>7 years, many years, both --</p> <p>8 Q So --</p> <p>9 A Of course, we got larger. He moved up and took -- had a</p> <p>10 lot more administrative things to take care of. And I worked</p> <p>11 the fields. We had his son there that worked the field.</p> <p>12 Q Would you describe Mr. Henderson as also being sort of a</p> <p>13 hands-on president?</p> <p>14 A Uh-huh.</p> <p>15 Q Someone who would do whatever it took to get the job</p> <p>16 done also?</p> <p>17 A Yeah. Yeah.</p> <p>18 Q Okay. Would you describe him as knowledgeable about all</p> <p>19 aspects of the business?</p> <p>20 A Oh, yeah.</p> <p>21 Q When you personally drove the truck from any facility to</p> <p>22 the Ballard pit and unloaded material there, did you believe</p> <p>23 that you were going -- that you were damaging anyone's property</p> <p>24 when you did that?</p> <p>25 A I didn't think that at the time.</p>	<p style="text-align: right;">Page 36</p> <p>1 Q And how did they know that?</p> <p>2 A They were told.</p> <p>3 Q Okay. Did you ever tell folks that?</p> <p>4 A Yes. Uh-huh. Yeah.</p> <p>5 Q Give me an example of -- or tell me one instance in</p> <p>6 which you told somebody --</p> <p>7 A Oh, I don't know a particular instance. But they were</p> <p>8 told it was going to a pit out in Calallen, you know.</p> <p>9 Q I'm just trying to get a sense of the procedure.</p> <p>10 A Yeah. Yeah.</p> <p>11 Q Was there paperwork involved?</p> <p>12 A No. The only paper -- we charged them a very small</p> <p>13 amount for a disposal fee, you know.</p> <p>14 Q Okay. The material -- do you recall -- the material</p> <p>15 that you took from the Southwest facility and personally took it</p> <p>16 to Ballard, what kind of material that was?</p> <p>17 A No, I don't. I really don't.</p> <p>18 Q I suppose it could have been a number of different</p> <p>19 things?</p> <p>20 A Uh-huh.</p> <p>21 Q It could have been water with a sheen on it, right?</p> <p>22 A Yeah.</p> <p>23 Q Okay. Or it could have been a tank bottom, right?</p> <p>24 A That's correct.</p> <p>25 Q That's a thicker sort of hydrocarbon?</p>
<p style="text-align: right;">Page 35</p> <p>1 Q Okay.</p> <p>2 A I don't think I was environmentally conscious at that</p> <p>3 time.</p> <p>4 Q Was there -- was there some kind of containment of that</p> <p>5 pit? Like it was dug below the ground surface? Or some other</p> <p>6 way in which the material could be kept at the pit?</p> <p>7 A It was -- it was dug below the ground level, yes.</p> <p>8 Q Okay.</p> <p>9 A I don't remember. It probably had a berm around it.</p> <p>10 All I remember is a hole out there, you know.</p> <p>11 Q All right. Did you believe that by putting material in</p> <p>12 that hole, that people would be injured as a result of that?</p> <p>13 A No, I didn't.</p> <p>14 Q All right. Do you know whether or not the customers of</p> <p>15 Brine had any reason to believe that Brine Service Company</p> <p>16 wouldn't handle their materials properly?</p> <p>17 MR. HILLIARD: Objection. Form.</p> <p>18 A No.</p> <p>19 Q Did you believe that the customers of Brine trusted you</p> <p>20 to take care of the materials that you were taking off their</p> <p>21 property?</p> <p>22 MR. HILLIARD: Objection. Form.</p> <p>23 A Yeah. Uh-huh.</p> <p>24 Q Did those customers know where the material was going?</p> <p>25 A Yes, they did.</p>	<p style="text-align: right;">Page 37</p> <p>1 A Yeah.</p> <p>2 Q And your memory right now, as you sit here today, is</p> <p>3 that you don't know which it was?</p> <p>4 A No. I don't remember what.</p> <p>5 Q Would that be true for Champlin as well?</p> <p>6 A Yeah.</p> <p>7 Q Okay. Do you recall any of the names of any of the</p> <p>8 folks who worked at the Southwestern facility or the Champlin</p> <p>9 facility who you may have dealt with taking materials from their</p> <p>10 property?</p> <p>11 A Oh, my goodness. I can't -- there was a Bob something</p> <p>12 or other. I don't remember his last name.</p> <p>13 Q Do you recall which facility Bob worked at?</p> <p>14 A He was a general supervisor.</p> <p>15 Q At Champlin or Southwestern?</p> <p>16 A Southwestern.</p> <p>17 Q Okay. How about Champlin? Do you recall the names of</p> <p>18 any persons you dealt with out there?</p> <p>19 A No, I don't.</p> <p>20 Q Now, I believe you told me you were on the Southwestern</p> <p>21 property and the Champlin property many, many more times than</p> <p>22 the few times you drove a truck off their property, right?</p> <p>23 A Oh, yeah, yeah.</p> <p>24 Q Okay. When you were on the property, what were you</p> <p>25 doing on the property?</p>

10 (Pages 34 to 37)

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<p>1 A I was supervising. Or we had high-pressure water 2 cleaning going on. And I -- you know, I'd go out. If we had 3 trucks working there, I'd check the trucks or check the drivers 4 or whatever. 5 Q Okay. 6 A You know, monitor the -- monitor the operations or 7 whatever. 8 Q Okay. 9 A Yeah. 10 Q What would you say was the majority of the work being 11 done? At Southwestern, let's say. 12 A It'd be vacuum truck work. 13 Q When you were on the property supervising the work. 14 A Yeah. Uh-huh. Vacuum truck work. 15 Q Okay. Would that include moving material from one 16 location of the refinery to another? 17 A Yes. 18 Q Okay. And that -- would that be the same for Champlin 19 as well? 20 A Yes. 21 Q The majority of the work you did or that was being done 22 by Brine while you were on the property was vacuum truck work? 23 A Yes. Uh-huh. 24 Q Would you -- would it be fair to say that a very small 25 percentage of the work was hauling material offsite?</p>	<p>1 Q Go ahead and mark on there, maybe put a circle around 2 the pit you think is the Ballard pit. 3 A I guess this one here. Because it was the one closest 4 to the road. 5 Q Is that the one that's -- 6 A I'm sorry. I don't -- I don't remember. I mean, this 7 really -- I was thinking it was over here closer to where this 8 Rock Island Drive or whatever it is. 9 Q Yeah. But which one did you mark? 10 A The center one. 11 Q Oh, you marked the center one? 12 MR. DREILING: Why don't you -- 13 Q Okay. 14 MR. DREILING: Why don't you hold that up in front 15 of the camera. 16 Q All right. Okay. You're not sure, but that -- 17 A I'm not sure. 18 Q That's your best estimate? 19 A I'm not sure. No, I'm not. 20 Q Okay. That's fine. 21 A I haven't been out there in thirty years. 22 Q Let me show you a little bit different map, and I'll ask 23 you the same questions. 24 (Exhibit No. 6 marked.) 25 Q I'm going to -- that one's a little bigger, so you might</p>
Page 39	Page 41
<p>1 A I'd be more than -- prior to the rule on the pit and 2 everything? 3 Q Right. 4 A A lot of it was offsite. Especially during turnarounds 5 and -- 6 Q Okay. And some of that offsite went, though, to 7 Champlin or Southwestern facilities, correct? 8 A Uh-huh, uh-huh. 9 Q Okay. Would you say most of it went from -- to 10 Southwestern and Champlin facilities offsite? 11 A Yeah. Early on, yes, it did. 12 Q All right. Mr. Palmer, I'm going to have to come 13 around. I want to show you a map. 14 MR. MAZZONE: Would you mind marking that No. 4 15 (sic)? 16 (Exhibit No. 5 marked.) 17 Q Mr. Palmer, I'm showing you a map that we found in the 18 files of the Railroad Commission. And I want to ask you if you 19 can identify on that map the location of the Ballard pit we've 20 been talking about. And the reason I'm asking is, there's a 21 number of pits drawn on there. And I don't -- I just don't know 22 which one is the Ballard pit. 23 A Well, I had seen one earlier. And I was thinking that 24 the pits were closer to the pit entrance here. But I didn't 25 know. It'd be the --</p>	<p>1 see it better. Mr. Palmer, I placed two maps in front of you, a 2 big -- a big version and a little one. We'll mark the little 3 one, make it easier for the record. But the bigger one, you 4 might have a little better time seeing. 5 Can you indicate on the small version -- there's 6 two pits shown on that map, correct? Do you see one -- 7 A Yes. Uh-huh. 8 Q One's referred to as east, and one is west. Are either 9 one of those the Ballard pit? 10 A Well, which is the road? Is this a road coming in? 11 Where is 73? 12 Q I'm not sure it's on that map. 13 MS. FERNANDEZ: I think it's down further south 14 right in the middle. Yeah, that's it. 15 A Here's Ballard Road here. I don't know. 16 Q Okay. That's fine. By the way -- 17 A I really don't. 18 Q Do you see on that map there there's sort of a 19 subdivision laid out with lots and streets and that sort of 20 thing? 21 A Twin Lakes here? 22 Q Yeah. 23 A Uh-huh. 24 Q And then Nimrod Circle? You see that? 25 A Yeah.</p>

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<p>1 Q Now, none of that was there when you were driving a 2 truck out to the Ballard pit, right? 3 A No. Hub-uh. 4 Q What was out there? 5 A The only thing I remember, we passed by Mr. Ballard's 6 house. 7 Q Do you know where that was, approximately, in relation 8 to those two pits that are shown on the map? 9 A I was thinking it was right in here somewhere. 10 Q Go ahead and mark it on the smaller version. 11 A (Witness complies with Counsel's request.) 12 Q Would you mind drawing a line out to the side, Mr. 13 Palmer, and just writing out in the margin there "Ballard 14 Home"? So we'll know what the mark is. 15 A (Witness complies with Counsel's request.) Excuse me. 16 Q So these neighborhoods that are around the pit now, they 17 weren't there when you were driving your truck -- 18 A No. 19 Q -- out to the Ballard site, right? Okay. 20 A No, they weren't. 21 Q Did you ever meet any of the Ballards? 22 A No, I didn't. 23 Q Do you know what the term "midnight dumping" is? 24 A Yeah. 25 Q What is that?</p>	<p>1 Q And have been gone from that site before the 2 neighborhood was ever built, correct? 3 A I would think so. 4 Q All right. 5 A Well, we flew over. And the water was flowing across 6 it. Now, there might have been -- everything we dumped out 7 there was liquids. 8 Q Okay. 9 MR. DREILING: I'm sorry. Did you just say "we 10 flew over"? 11 A Yeah. Uh-huh. 12 Q Mr. Palmer, these two EPA notices -- you might dig them 13 out underneath those maps for a minute. I noticed -- it appears 14 that they were prepared right around the same time -- they have 15 the same file stamp at the bottom right-hand corner on the first 16 page. Do you see that? January 28th, 1993? 17 A Ninety-three, uh-huh. 18 Q Is it possible that you had the typewritten Suntime one 19 in front of you when you prepared the handwritten Brine Service 20 notice and you were just kind of following along? 21 A Man -- well, I don't know. There's too much difference 22 in the -- in the volume here to be -- 23 Q Well, one's 500 and one's 450. 24 A Yeah. Not that -- not that much difference, really. 25 Q Now, would it be -- would it be accurate to say that</p>
Page 43	Page 45
<p>1 A That's an illegal dumping when people can't see you. 2 Q Do you know if that occurred at the Ballard -- on the 3 Ballard property? 4 A No, I don't. 5 Q Did you ever hear about that occurring out there? 6 A No. Not until I heard it from -- on this right here. 7 Q Oh, when folks were asking -- 8 A Well, there was supposed to have been another company 9 working in there later, dumping. So I don't know. 10 Q Okay. Did you ever hear about folks putting stuff out 11 there and then lighting it on fire? Did you ever hear about any 12 of those -- 13 A No. Not out there, no. 14 Q Okay. I believe -- 15 A I think when they closed, I never went back out there 16 again. 17 Q All right. 18 A You know, after Beulah Beulah washed it away. I never 19 even bothered to go back. 20 Q All right. The materials that were placed there in that 21 pit by you when you drove your truck, are they still there 22 today? 23 A I wouldn't think so. 24 Q You would think they had been washed out by Beulah? 25 A Yeah. Uh-huh.</p>	<p>1 this form was completed by you -- I'm talking about Deposition 2 Exhibit 2 -- about twelve years after the last material were 3 deposit -- was deposited at Ballard, right? 4 A Twelve years? 5 Q Right. 6 A No. I was gone from Brine in '91. 7 Q Yeah. But this form was filled out in '81, right? 8 A Yeah. 9 Q And you're looking -- you're sitting there in 1981 10 looking back twelve years? 11 A Uh-huh. 12 Q Right? 13 A Yeah. 14 Q When you're filling out the form? 15 A Right. 16 Q Right? 17 A Right. 18 Q And doing it based on your memory, not on any documents, 19 right? 20 A Right. 21 Q After the flyover, was that right around the time of 22 Beulah in '69 when you flew over? 23 A I believe so. I don't remember exactly when Beulah was, 24 but it was right after Beulah. Because the water was still 25 Q Still there?</p>

12 (Pages 42 to 45)

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<p style="text-align: right;">Page 46</p> <p>1 A Yeah.</p> <p>2 Q Was that -- have you been back there since that flyover?</p> <p>3 A No. I'm sorry. I did. I did go back one time after</p> <p>4 the flyover. It was shortly after that.</p> <p>5 Q After the what?</p> <p>6 A After we flew over it.</p> <p>7 Q Yes, sir.</p> <p>8 A And there wasn't anything there. You know, it was just</p> <p>9 all washed away.</p> <p>10 Q Did you go -- ever go back there after the water had</p> <p>11 receded?</p> <p>12 A Yeah, yeah. That's what I'm saying. I went back after</p> <p>13 that.</p> <p>14 Q Okay.</p> <p>15 A And there was -- yeah.</p> <p>16 Q And there wasn't anything there?</p> <p>17 A There wasn't anything there.</p> <p>18 Q Okay. Including the materials that you had deposited?</p> <p>19 A No. I didn't see any indication.</p> <p>20 Q Okay. I'm sorry if I asked you this earlier. Did</p> <p>21 drilling muds go into the Ballard pit?</p> <p>22 A Yeah.</p> <p>23 Q All right. Do you know whether or not Brine Service</p> <p>24 Company supplied drilling muds to drillers?</p> <p>25 A No. Huh-uh. I don't remember.</p>	<p style="text-align: right;">Page 48</p> <p>1 A Yeah.</p> <p>2 Q And -- and since you estimated that the total amount</p> <p>3 that Brine took to Ballard was 450 --</p> <p>4 A Yeah.</p> <p>5 Q -- then only Suntide stuff went to Ballard?</p> <p>6 A Well, I don't -- no. That's not true. I mean, it's --</p> <p>7 MR. HILLIARD: Good try, though.</p> <p>8 A They weren't the only one that dumped in the pit, you</p> <p>9 know.</p> <p>10 Q All right. Can you turn to your affidavit, Mr. Palmer?</p> <p>11 I believe it's Exhibit 4. Did you type this up?</p> <p>12 A No. Huh-uh. No.</p> <p>13 Q Do you know who did?</p> <p>14 A Mr. Hilliard's secretary.</p> <p>15 Q Did you come into the office and dictate it to her?</p> <p>16 A It was -- yeah. I didn't -- yeah. I dictated it. Not</p> <p>17 word for word but --</p> <p>18 Q No. I understand.</p> <p>19 A Yeah.</p> <p>20 Q But did you have a conversation with somebody in Mr.</p> <p>21 Hilliard's office, and then they went back and got their notes</p> <p>22 and typed something up?</p> <p>23 A Yeah. Uh-huh.</p> <p>24 Q And then they showed it to you to sign?</p> <p>25 A Yeah. Uh-huh.</p>
<p style="text-align: right;">Page 47</p> <p>1 Q All right. Now, Mr. Henderson said in his deposition</p> <p>2 that Brine supplied drilling mud to area drillers.</p> <p>3 A I don't remember that.</p> <p>4 Q All right. Do you have any reason to believe that that</p> <p>5 is not true?</p> <p>6 A No. I wasn't around all the time either.</p> <p>7 Q Okay. Mr. Henderson testified also that he believed</p> <p>8 that the only thing that went into the Ballard pit was water</p> <p>9 based drilling mud.</p> <p>10 A Uh-huh. No. We -- we dumped other things in there,</p> <p>11 too. This document of Kampfhenkel says that.</p> <p>12 Q Well, is Kampfhenkel -- oh, I see. These documents are</p> <p>13 supposed to be related to each other? Kampfhenkel's filing a</p> <p>14 document as a generator?</p> <p>15 A Uh-huh.</p> <p>16 Q Saying that Brine took stuff from Suntide? Is that what</p> <p>17 this document is supposed to say?</p> <p>18 A Uh-huh.</p> <p>19 Q All right.</p> <p>20 (Phone ringing.)</p> <p>21 MR. HILLIARD: Oh, sorry about that.</p> <p>22 Q Well, if we look at these Exhibits 1 and 2 again, Mr.</p> <p>23 Palmer, one way you could read them then is this, that Suntide</p> <p>24 retained Brine to take 500,000 gallons of Suntide stuff to the</p> <p>25 Ballard pit, right?</p>	<p style="text-align: right;">Page 49</p> <p>1 Q Did they come to your house to have you sign it?</p> <p>2 A No. I was here.</p> <p>3 Q Oh, you came here?</p> <p>4 A Yeah.</p> <p>5 Q Oh, I see. You came in and talked?</p> <p>6 A Yeah.</p> <p>7 Q Then they went off that same day and typed it up and</p> <p>8 then came back to you --</p> <p>9 A While I was still here.</p> <p>10 Q While you were still here. And you signed it, okay.</p> <p>11 Mr. Palmer, the EPA notices that we've looked at earlier,</p> <p>12 Exhibits 1 and 2, it says at the top, "Notification of Hazardous</p> <p>13 Waste Sites." Do you know whether or not the material that was</p> <p>14 in the truck that you drove to the Ballard site was hazardous?</p> <p>15 A No, I don't. But on the criteria now, it probably would</p> <p>16 have been, you know.</p> <p>17 Q But you were -- why were you using a form called</p> <p>18 "Notification of Hazardous Waste Sites"?</p> <p>19 A This form came in the mail for all generators and</p> <p>20 transporters to fill out to submit back to EPA --</p> <p>21 Q Okay.</p> <p>22 A -- for inventorying the pits in the country.</p> <p>23 Q All right.</p> <p>24 A Across the United States.</p> <p>25 Q But you used this form that they supplied to you without</p>

13 (Pages 46 to 49)

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<p style="text-align: right;">Page 50</p> <p>1 knowing whether it was hazardous or not hazardous?</p> <p>2 A Yeah. Right, right.</p> <p>3 Q Okay.</p> <p>4 A They just wanted to know where the -- where the pits</p> <p>5 were.</p> <p>6 Q Okay. Did you ever talk with anyone at EPA about the</p> <p>7 preparation of this form prior to submitting it?</p> <p>8 A No. Huh-uh. No.</p> <p>9 Q Was the -- did you ever talk to anybody at Brine Service</p> <p>10 Company about -- that this form was required?</p> <p>11 A Yeah. Mr. Henderson, he and I discussed it.</p> <p>12 Q Okay.</p> <p>13 A And I filled it out, yeah.</p> <p>14 Q And then you signed it and sent it in?</p> <p>15 A Yeah.</p> <p>16 Q All right. Why were you signing it as opposed to Mr.</p> <p>17 Henderson signing it?</p> <p>18 A Because I took care of most of the outside stuff like</p> <p>19 this, I guess. And -- and was able to talk to John</p> <p>20 Kampfhenkel. Because he got one, too, you know.</p> <p>21 Q Okay. I believe you told me, when you and I talked on</p> <p>22 the telephone, that you thought -- one of the reasons why you</p> <p>23 thought Brine had a good reputation was because they were</p> <p>24 retained to do some cleanup of pollution in the Houston Ship</p> <p>25 Channel; is that right?</p>	<p style="text-align: right;">Page 52</p> <p>1 Q Is he -- does he have a good memory of -- of the</p> <p>2 operations of Brine Service Company?</p> <p>3 A He has an excellent memory.</p> <p>4 Q And good knowledge of what the business Brine did and</p> <p>5 all the details of their work, right?</p> <p>6 A Yes. Uh-huh. That's right.</p> <p>7 Q Do you know anything about any inspections by the state</p> <p>8 of the Ballard pit?</p> <p>9 A No.</p> <p>10 Q Do you know whether or not the state was ever out to the</p> <p>11 Ballard pit at the time that Brine was using it?</p> <p>12 A No. Huh-uh. No.</p> <p>13 Q Was the state out at any other -- or involved in any</p> <p>14 other aspect of Brine's business, as far as you know? Did you</p> <p>15 have any kind of interaction with state inspectors or --</p> <p>16 A Just the Railroad Commission when they inspected our</p> <p>17 trucks and things like that when we had to secure a permit to</p> <p>18 haul field saltwater and things, you know.</p> <p>19 Q Okay. Do you know if Mr. Ballard ever had the state out</p> <p>20 to look at his location?</p> <p>21 A No, I don't.</p> <p>22 Q I may have asked you this earlier. But was the Ballard</p> <p>23 site secured by a fence so that access was limited or restricted</p> <p>24 in any way?</p> <p>25 A I don't think so. All I can remember is just kind of a</p>
<p style="text-align: right;">Page 51</p> <p>1 A Yeah. Uh-huh.</p> <p>2 Q Okay. And you felt that spoke well of the company,</p> <p>3 correct?</p> <p>4 A Yeah.</p> <p>5 Q That they had been retained to do that, right?</p> <p>6 A Yeah, yeah. Had good response also for them.</p> <p>7 Q Okay. Mr. Palmer, for the -- for the instances when</p> <p>8 Brine went to area refineries and took material offsite from</p> <p>9 those refineries, was it Brine's responsibility to make sure</p> <p>10 those materials were handled properly?</p> <p>11 A Yes. Uh-huh.</p> <p>12 Q Was it Brine's responsibility to make sure those</p> <p>13 materials stayed wherever Brine put them?</p> <p>14 A Yeah.</p> <p>15 Q It wasn't the responsibility of the companies to take</p> <p>16 care of that stuff, right?</p> <p>17 A No. I don't guess.</p> <p>18 Q Was -- was Mr. Henderson a good man to work with and</p> <p>19 work for?</p> <p>20 A Yeah.</p> <p>21 Q Is he a person who you know to tell the truth?</p> <p>22 A Yeah.</p> <p>23 Q Is he a man who has a good reputation in the Corpus</p> <p>24 Christi business community?</p> <p>25 A Yes, he does.</p>	<p style="text-align: right;">Page 53</p> <p>1 gap and a regular old fence or whatever.</p> <p>2 Q Okay. Mr. -- Mr. Palmer, in your career at Brine, were</p> <p>3 these the only pits, the ones we've talked about today, were</p> <p>4 those the only ones you ever had any dealings with? The one on</p> <p>5 I-37 and the Ballard pit?</p> <p>6 A Here locally, yes. Now, we used to go in a pit down in</p> <p>7 Brownsville. Brownsville, the port had a big pit down there.</p> <p>8 Q All right.</p> <p>9 A Yeah.</p> <p>10 Q Do you know if the way that you dealt with the Ballard</p> <p>11 pit or the I-37 pit, was that the usual and customary practice</p> <p>12 in your business?</p> <p>13 A At that time, yes.</p> <p>14 Q At that time?</p> <p>15 A Yes. There was pits in this country that's probably way</p> <p>16 back there that people never are going to find, you know. That</p> <p>17 used to be standard practice.</p> <p>18 Q All right.</p> <p>19 MR. GONZALES: Object. Non-responsive.</p> <p>20 Q Mr. Palmer, are you aware of any complaints that were</p> <p>21 made to the Brine company, Brine Service Company, for depositing</p> <p>22 materials in the Ballard pit at the time you were doing it?</p> <p>23 A No. Huh-uh.</p> <p>24 Q Did the -- did Brine Service Company explicitly tell</p> <p>25 their customers that -- or give their customers assurances that</p>

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<p style="text-align: right;">Page 54</p> <p>1 the materials they were taking will be handled properly?</p> <p>2 A Uh-huh.</p> <p>3 Q Did you do that yourself?</p> <p>4 A Yes. Uh-huh. Yes.</p> <p>5 Q Do you recall doing it to the folks at Southwestern or</p> <p>6 Champlin?</p> <p>7 A Both of them.</p> <p>8 Q Is it your sense, Mr. Palmer, that the folks at</p> <p>9 Southwestern and Champlin wanted your assurance that the</p> <p>10 materials you took from their site would be handled properly?</p> <p>11 MR. HILLIARD: Objection. Form.</p> <p>12 A Yes. Yeah.</p> <p>13 MR. MAZZONE: I don't have any more questions.</p> <p>14 Thank you.</p> <p>15 MR. HILLIARD: Let's take a short break.</p> <p>16 VIDEOGRAPHER: Time is 10:39 a.m. We're off the</p> <p>17 record.</p> <p>18 (Off the record from 10:39 to 10:51.)</p> <p>19 VIDEOGRAPHER: Time is 10:51 a.m. We're back on</p> <p>20 the record.</p> <p>21 MR. DREILING: My turn?</p> <p>22 EXAMINATION</p> <p>23 BY MR. DREILING:</p> <p>24 Q Mr. Palmer, good morning.</p> <p>25 A Morning.</p>	<p style="text-align: right;">Page 56</p> <p>1 MR. DREILING: We had a personal experience with</p> <p>2 Celia.</p> <p>3 A Oh, okay.</p> <p>4 MR. DREILING: Yeah.</p> <p>5 Q The - but after Hurricane Beulah, whenever that was,</p> <p>6 that's when Brine Service Company stopped using the Ballard pit;</p> <p>7 is that correct?</p> <p>8 A That's correct.</p> <p>9 Q And after Hurricane Beulah, Brine Service Company never</p> <p>10 used the Ballard pit again?</p> <p>11 A No.</p> <p>12 Q All right. You indicated that at some point after</p> <p>13 Hurricane Beulah, you got in an airplane and did a flyover?</p> <p>14 A That's correct.</p> <p>15 Q All right. Within just a week, say, after Hurricane</p> <p>16 Beulah?</p> <p>17 A It was maybe closer than that.</p> <p>18 Q Okay.</p> <p>19 A Probably within two or three days. Because the water</p> <p>20 was nearly up to Highway 624, I guess.</p> <p>21 Q Yeah. I was here. I remember Beulah.</p> <p>22 A Yeah.</p> <p>23 Q Beulah brought an awful lot of water.</p> <p>24 A Awful lot of water.</p> <p>25 Q Awful lot of rain; is that right?</p>
<p style="text-align: right;">Page 55</p> <p>1 Q My name is Fred Dreiling. I'm a lawyer from here in</p> <p>2 Corpus Christi. I represent Bob Henderson's company, Brine</p> <p>3 Service Company. You and I have never had an opportunity to</p> <p>4 meet before today, have we?</p> <p>5 A No.</p> <p>6 Q Or maybe we had the opportunity, but we've not met until</p> <p>7 today, right?</p> <p>8 A Right.</p> <p>9 Q Okay. I want to ask you a few questions. I'll try not</p> <p>10 to repeat any questions that have already been asked. But I'm a</p> <p>11 lawyer, so I'm probably going to do that anyway.</p> <p>12 A I understand.</p> <p>13 Q Just bear with me. The - you indicated that after</p> <p>14 Hurricane Beulah - and do you remember when Hurricane Beulah</p> <p>15 was?</p> <p>16 A No.</p> <p>17 Q Okay.</p> <p>18 A I remember when Celia was, '71. But I don't remember</p> <p>19 Beulah.</p> <p>20 Q You remember Celia being in 1971?</p> <p>21 A I think so.</p> <p>22 Q How about August 3rd, 1970?</p> <p>23 A Okay. That's good enough. Close enough.</p> <p>24 MR. HILLIARD: Sounds like you had a personal</p> <p>25 experience with Celia.</p>	<p style="text-align: right;">Page 57</p> <p>1 A That's right.</p> <p>2 Q Okay. And Mr. Henderson was on the plane flight with</p> <p>3 you when you-all did the flyover?</p> <p>4 A That's - that's correct.</p> <p>5 Q You-all didn't just fly over the Ballard pit, did you?</p> <p>6 A Oh, no, no, no, no.</p> <p>7 Q Where did you-all fly to?</p> <p>8 A Just - oh, maybe as far up as San Patricio and up</p> <p>9 through there, and came back around.</p> <p>10 Q Okay. Just kind of followed the course of the Nueces</p> <p>11 River?</p> <p>12 A Well, yeah. We'd see tanks. There were oil tanks</p> <p>13 floating down on the water. It was terrible, yeah.</p> <p>14 Q It was a mess?</p> <p>15 A It was a mess, you know.</p> <p>16 Q Okay. I mean, the Nueces River was just way out of its</p> <p>17 banks - banks and just flooding terribly, wasn't it?</p> <p>18 A Right.</p> <p>19 Q And you even saw oil tanks floating down the -</p> <p>20 A Yeah. Slop tanks. Field crude tanks. The 500 barrel,</p> <p>21 210 barrel tanks.</p> <p>22 Q Okay.</p> <p>23 A Okay.</p> <p>24 Q And when you flew over the Ballard pit that Brine had</p> <p>25 been using, tell me, so I'm real clear, just what did you see?</p>

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<p style="text-align: right;">Page 58</p> <p>1 A Nothing but water. You couldn't tell where the pits 2 were. 3 Q Okay. Have any idea how -- how deep the depth of the 4 water was over the pit? 5 A No. No telling. 6 Q Okay. And it's your testimony that Brine used one pit 7 out at the Ballard site? 8 A Yes. Uh-huh. 9 Q And that was for about a year? 10 A As far as I can remember, about a year. 11 Q Okay. The -- you also said that at some point after the 12 flyover, you went back out to the Ballard site? 13 A Yeah. 14 Q Is that right? 15 A That's right. 16 Q Okay. Can you give me a time frame on that? When was 17 it that you went back out? 18 A Oh, I don't -- I don't know. It was probably weeks, you 19 know. 20 Q Okay. Okay. The water had subsided by that time? 21 A Oh, yeah, yeah. 22 Q Okay. 23 A Yeah. 24 Q Did anybody go with you? Was Mr. Henderson with you 25 when you went back out there?</p>	<p style="text-align: right;">Page 60</p> <p>1 know, around local. Local. 2 Q Okay. And that would also have been during this, 3 according to the EPA notification, the 1968 to 1969 time frame? 4 A Uh-huh. Right. 5 Q Okay. And I guess the way that worked -- and you 6 correct me if I'm wrong, because I know you know your business a 7 whole lot better than I do -- is Brine would get a call from a 8 drilling company? 9 A Uh-huh. 10 Q To come on out and pick up some drilling mud? 11 A Well, the majority of it was done on what they call a 12 site cleanup. They'd empty the pits after they completed the 13 well and put the land back in its original condition, you know. 14 Q Okay. That was part of the environmental restoration 15 process? 16 A Right, right. 17 Q Okay. 18 A Because the farmers didn't want it, understandably, on 19 their property, you know. 20 Q Okay. Was this -- Mr. Henderson has told me that the 21 mud that was picked up from these drilling sites is something 22 that he referred to as a water based or freshwater based 23 drilling mud. Do you agree with that? 24 MR. HILLIARD: Objection. Form. 25 A Yeah. Yeah.</p>
<p style="text-align: right;">Page 59</p> <p>1 A I don't believe. I think I dropped by there on the way 2 from some other place. I don't remember. 3 Q Okay. How come you went out there? 4 A Just curiosity. See what was still there, you know. 5 Q Okay. Was anything still there? 6 A No. Just water, you know. 7 Q Okay. I mean, the pit itself, was the pit even there 8 anymore? The hole in the ground? 9 A Well, yeah, the hole. You could see there was a water. 10 But, you know, the water had drained off from that little island 11 and stuff, I guess. It just -- 12 Q Okay. So there was still water in the pit? 13 A Yeah. Uh-huh. 14 Q Okay. And that trip was just out of curiosity? 15 A Yeah. Yeah. 16 Q Okay. 17 A Yeah. 18 Q And is that the last time you've been -- have ever been 19 out to the Ballard site? 20 A That's the last time I've ever been out there. 21 Q Okay. You also testified that one of the materials that 22 was put into the Ballard pit was drilling mud? 23 A Uh-huh. Yes. 24 Q Okay. Where was the drilling mud obtained from? 25 A From various drilling sites around the county. You</p>	<p style="text-align: right;">Page 61</p> <p>1 Q Okay. Do you know or have any opinion as to whether or 2 not that type of drilling mud is a hazardous waste of any form? 3 A Not the water based, no. It has some phosphates in it 4 and clays and things. But -- 5 Q Okay. 6 A -- the water based wasn't -- 7 Q Not hazardous? 8 A Not hazardous. In fact, the farmers, a lot of times 9 those that knew would take -- would rather the companies let 10 their mud run out in the fields and let it dry. And then they'd 11 plow it up, and it'd be a good phosphate for their soil. 12 Q The farmers felt that way? 13 A Yeah. 14 Q Because of the phosphate and -- 15 A Yeah. The phosphate and the things. There wasn't 16 anything else in there to bother it. 17 Q Okay. You also mentioned something earlier in your 18 testimony about -- if I've got that right -- the no-pit rule? 19 A A what? 20 Q The no-pit rule? 21 A Yeah. I guess that's what -- for lack of proper word. 22 Q I don't understand that. Would you explain what the 23 no-pit rule was? 24 A Well, when they passed the law that you couldn't dump it 25 in an open pit.</p>

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<p style="text-align: right;">Page 62</p> <p>1 Q "They" being some state or federal agency?</p> <p>2 A "They" being the EPA or, you know --</p> <p>3 Q Okay. And do you know when that no-pit rule went into</p> <p>4 effect?</p> <p>5 A No, I don't. I can't remember.</p> <p>6 Q Okay.</p> <p>7 A It was a little bit prior to this document here, this</p> <p>8 EPA document. A little bit or probably quite a bit prior.</p> <p>9 Q Okay.</p> <p>10 A You know?</p> <p>11 Q But I guess what I'm interested in, was the no-pit rule</p> <p>12 in effect when Brine Service Company was using the Ballard pit?</p> <p>13 A No. It wasn't in effect, no.</p> <p>14 Q Okay. So I want to be clear here.</p> <p>15 A Yeah.</p> <p>16 Q The no-pit rule did not come into effect until --</p> <p>17 A No.</p> <p>18 Q -- until some point after Brine quit using the Ballard</p> <p>19 pit?</p> <p>20 A That's right.</p> <p>21 Q All right.</p> <p>22 A It -- I don't quite know how to put this. The newspaper</p> <p>23 said something about illegal dumping. We were not dumping</p> <p>24 illegal.</p> <p>25 Q Okay. Let's talk about that a little bit.</p>	<p style="text-align: right;">Page 64</p> <p>1 an unethical thing to do back then.</p> <p>2 Q Uh-huh. But that's with the hindsight of some forty</p> <p>3 years; is that correct?</p> <p>4 A Right. That's correct.</p> <p>5 Q I know Mr. Hilliard and Mr. Mazzone asked you some</p> <p>6 questions about generally, you know, what your duties and</p> <p>7 responsibilities were out at Brine over the thirty-year period</p> <p>8 of time that you were at the company, so I'm not going to go</p> <p>9 into that again. But I think one of the things you said is you</p> <p>10 did some supervisory work out at the refineries?</p> <p>11 A Uh-huh.</p> <p>12 Q Is that correct?</p> <p>13 A That's correct.</p> <p>14 Q That's what I want to talk to you about a little bit.</p> <p>15 Could you go into a little more detail with me about your</p> <p>16 supervisory work out at the -- out at the refineries? And</p> <p>17 specifically with respect to the vacuum truck operation. Okay?</p> <p>18 I want you to tell me what you mean by -- by the supervisory</p> <p>19 responsibility work that you did.</p> <p>20 A Maybe things like expediting a job or making sure the</p> <p>21 job was done safely. Or the setup, you know. Or whatever, you</p> <p>22 know.</p> <p>23 Q Okay. Right. My question's probably a bad question.</p> <p>24 One of the things you've testified to is that Brine Service</p> <p>25 Company vacuum trucks picked up oil waste, tank bottom waste at</p>
<p style="text-align: right;">Page 63</p> <p>1 A Yeah.</p> <p>2 Q You said the newspaper says --</p> <p>3 A Yeah.</p> <p>4 Q -- illegal dumping. What newspaper are you referring</p> <p>5 to?</p> <p>6 A The Corpus Christi Caller-Times.</p> <p>7 Q The Corpus Christi Smaller-Times?</p> <p>8 A Smaller-Times, or whatever you want to call it.</p> <p>9 Q Okay.</p> <p>10 A But anyway, well, I disagree with that. I mean, I don't</p> <p>11 --</p> <p>12 Q Probably not the first thing the Corpus Christi</p> <p>13 Caller-Times has gotten wrong, right?</p> <p>14 A No, no.</p> <p>15 Q And the Corpus Christi Caller-Times referred to what was</p> <p>16 being done at the Ballard pits as illegal dumping?</p> <p>17 A That's the way -- that's the way I interpreted it, yes.</p> <p>18 Q All right. And as you sit here today under oath, you're</p> <p>19 telling us that what Brine did in relation to the Ballard pits</p> <p>20 was not, in your view, illegal dumping?</p> <p>21 A It was not illegal dumping.</p> <p>22 Q In any form or manner?</p> <p>23 A No.</p> <p>24 Q And why do you --</p> <p>25 A Under today's condition, it might have been immoral or</p>	<p style="text-align: right;">Page 65</p> <p>1 various refineries?</p> <p>2 A Uh-huh.</p> <p>3 Q Correct? And you've also testified that Brine Service</p> <p>4 Company trucks transported that material offsite to the Ballard</p> <p>5 pits?</p> <p>6 A Uh-huh.</p> <p>7 Q Is that correct?</p> <p>8 A That's correct.</p> <p>9 Q All right. And I think you've testified that on a few</p> <p>10 occasions --</p> <p>11 (Phone ringing.)</p> <p>12 MR. SHOEBOTHAM: Sorry.</p> <p>13 Q -- you drove a truck yourself out to the Ballard pits?</p> <p>14 A That's correct.</p> <p>15 Q Okay. And by "a few," I think you answered -- you</p> <p>16 answered one or two occasions; is that right?</p> <p>17 A Yeah. It's awful hard to remember, you know.</p> <p>18 Q Okay. Forty years --</p> <p>19 A I do remember going there, you know, with a truck.</p> <p>20 Q All right. But other times, you supervised that kind of</p> <p>21 activity?</p> <p>22 A That's correct.</p> <p>23 Q Okay. Give me an example. I mean, just pick out any</p> <p>24 refinery that you want to and give me an example of just how</p> <p>25 that process worked.</p>

17 (Pages 62 to 65)

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<p style="text-align: right;">Page 66</p> <p>1 A Okay. They would call and they would have --</p> <p>2 Q "They" being a refinery?</p> <p>3 A The refinery, one of the refineries. And they had X</p> <p>4 amount of loads they wanted hauled out of a tank. Or they</p> <p>5 wanted to clean a sewer, oily sewer. Or something like that.</p> <p>6 And normally, the truck would be dispatched with a driver.</p> <p>7 Q One driver?</p> <p>8 A One driver.</p> <p>9 Q All right.</p> <p>10 A And if it presented a problem or I thought there might</p> <p>11 have been some kind of hazard involved, myself or one of us, Mr.</p> <p>12 Henderson or somebody would go and check it out first to make</p> <p>13 sure that things were safe, you know.</p> <p>14 Q Okay.</p> <p>15 A I mean, on more than one occasion we've been involved in</p> <p>16 unsafe activities and -- but --</p> <p>17 Q It's a little dangerous out at the refineries, isn't it?</p> <p>18 A It really is. I mean, they've run gasoline over a city</p> <p>19 block before. But anyway, just to make sure nothing did happen,</p> <p>20 you know. And other times, it'd just be to visit, you know.</p> <p>21 Q Okay. All right. But I guess when I think of</p> <p>22 supervisory, I'm thinking about Brine Service Company sending a</p> <p>23 vacuum truck out to a refinery and then you, in a supervisory</p> <p>24 capacity, also going on-site with that truck --</p> <p>25 A Yeah.</p>	<p style="text-align: right;">Page 68</p> <p>1 Q Okay. And so after the rule -- and I guess that's the</p> <p>2 no-pit rule that we're talking about?</p> <p>3 A Yeah.</p> <p>4 Q Went into effect, and whenever that was, I guess the</p> <p>5 method of operation changed at that point?</p> <p>6 A Considerably, yeah.</p> <p>7 Q Okay. But prior to that time, Brine Service Company was</p> <p>8 handling these materials in the usual and customary way?</p> <p>9 A That's right.</p> <p>10 Q And in your view, and not in any way that was in any</p> <p>11 manner illegal?</p> <p>12 A Right.</p> <p>13 Q Or that did not comply with the law?</p> <p>14 A Right.</p> <p>15 Q Okay. Now, after the no-pit rule went into effect, did</p> <p>16 Brine Service Company continue to operate its vacuum trucks out</p> <p>17 at, say, local refineries?</p> <p>18 A Yes. Uh-huh.</p> <p>19 Q Okay. And with the no-pit rule in effect, then where</p> <p>20 would Brine take its waste?</p> <p>21 A To a disposal facility, a registered disposal facility.</p> <p>22 Or it was taken care of in-house in a tank setup or, excuse me</p> <p>23 --</p> <p>24 Q Need to take a break or anything? If you do, just tell</p> <p>25 me.</p>
<p style="text-align: right;">Page 67</p> <p>1 Q -- and that truck driver?</p> <p>2 A Yeah.</p> <p>3 Q Is that correct? Is that what you did?</p> <p>4 A Yeah, yeah.</p> <p>5 Q All right. Now, you mentioned earlier that the</p> <p>6 refineries -- and some of them you testified to -- knew where</p> <p>7 these wastes were going?</p> <p>8 A Right.</p> <p>9 Q Okay. Why do you say that?</p> <p>10 A Sir?</p> <p>11 Q Why do you say that?</p> <p>12 A Because they were told that, you know.</p> <p>13 Q By you?</p> <p>14 A Yeah.</p> <p>15 Q By Mr. Henderson?</p> <p>16 A Yeah.</p> <p>17 Q By Brine Service Company?</p> <p>18 A By Brine Service Company, yeah.</p> <p>19 Q Okay. Did any refinery that you did any work for ever</p> <p>20 tell you, "No, don't take this stuff out to the Ballard pit"?</p> <p>21 A No. Not until the rule took place or whatever, you</p> <p>22 know.</p> <p>23 Q Okay.</p> <p>24 A They'd ask, "Are you going to Ballard?" I'd say, "No.</p> <p>25 We're not going to the pit anymore," you know.</p>	<p style="text-align: right;">Page 69</p> <p>1 A No. Huh-uh. They would work things into recycling or</p> <p>2 whatever, you know.</p> <p>3 Q Okay. So after the no-pit rule went into effect,</p> <p>4 basically what happened is the material was either taken to some</p> <p>5 licensed facility, like this ICPI --</p> <p>6 A ICPI.</p> <p>7 Q ICPI?</p> <p>8 A International Pollution Control, Incorporated.</p> <p>9 Q Over on Saratoga?</p> <p>10 A Yeah.</p> <p>11 Q All right. Or the material was handled, I think you</p> <p>12 said, in-house. And by that, do you mean that the material was</p> <p>13 transported from one spot in the refinery to another spot in the</p> <p>14 refinery?</p> <p>15 A That's correct.</p> <p>16 Q Okay.</p> <p>17 A Excuse me.</p> <p>18 Q I think you've got some exhibits in front of you, Mr.</p> <p>19 Palmer. And I think there's a Plaintiff's Exhibit No. 2, which</p> <p>20 is the EPA notification that you filled out in 1981.</p> <p>21 A Okay.</p> <p>22 Q Got it? Yeah. You said earlier that you had some help</p> <p>23 filling out the form, right?</p> <p>24 A Yes.</p> <p>25 Q Who did you get the help from?</p>

18 (Pages 66 to 69)

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<p style="text-align: right;">Page 70</p> <p>1 A From John Kampfhankel.</p> <p>2 Q Can you do me a favor and spell that name?</p> <p>3 A K-A-M-P-F-H-E-N-K-E-L.</p> <p>4 Q Okay.</p> <p>5 A That's right. Yeah.</p> <p>6 Q And he was, I think you said, had some environmental</p> <p>7 position at Suntide Refining?</p> <p>8 A He was chief environmental engineer.</p> <p>9 Q Okay.</p> <p>10 A He had worked in other positions. We were good</p> <p>11 friends. He was good friends with the company, with Mr.</p> <p>12 Henderson and myself. And we had good friends everywhere.</p> <p>13 Q Okay. Yeah. You guys did a lot -- did a lot of</p> <p>14 business with the refineries?</p> <p>15 A Yeah. Uh-huh.</p> <p>16 Q And I guess your customers became your friends as well?</p> <p>17 A Yeah. That's right.</p> <p>18 Q All right. I want to ask you just a couple of questions</p> <p>19 about Plaintiff's Exhibit No. 2. The -- on the second page of</p> <p>20 Plaintiff's Exhibit No. 2, there's a section that says total</p> <p>21 facility waste amount.</p> <p>22 And then there's a 60,000 figure underneath that,</p> <p>23 and a 450,000 gallon figure underneath that. What was the basis</p> <p>24 for that 450,000 gallon figure?</p> <p>25 A I'm thinking -- I don't know. This 20,000, I think we</p>	<p style="text-align: right;">Page 72</p> <p>1 A Right.</p> <p>2 Q Okay. And as you recollect here on this form, Hurricane</p> <p>3 Beulah was in 1969?</p> <p>4 A Uh-huh.</p> <p>5 Q Is that right?</p> <p>6 A Yeah. I believe so.</p> <p>7 Q Okay. So the total facility area square foot of 20,000,</p> <p>8 was that another one of those wild guesses?</p> <p>9 A Well, we added this up here. I'll have, say, 60,000</p> <p>10 cubic feet. I guess that may be cubic feet up there.</p> <p>11 Q Yeah. I don't know. The form's real hard to read.</p> <p>12 A That ought to be about 450,000 gallons, so I guess I</p> <p>13 used that figure.</p> <p>14 Q Okay. But I think what I'm getting at here is, I</p> <p>15 believe you told me that the basis for the 450,000 gallon figure</p> <p>16 and the 60,000 whatever it is, barrel figure, basically, the</p> <p>17 basis for those figures was your total facility area?</p> <p>18 A Yeah. Uh-huh.</p> <p>19 Q And that's what I'm trying to get at here.</p> <p>20 A Yeah.</p> <p>21 Q Is what was your thought process? What was the basis in</p> <p>22 coming up with that 20,000 square foot area?</p> <p>23 A I don't know. Let's see. It's just a guesstimate.</p> <p>24 Q Just a guesstimate?</p> <p>25 A Yeah.</p>
<p style="text-align: right;">Page 71</p> <p>1 started from the 20,000 square feet and then figured the depth</p> <p>2 or something and tried to -- I don't remember exactly how I came</p> <p>3 up with that.</p> <p>4 Q Okay. Was it a guess?</p> <p>5 A It was. It was an estimate. Like if you notice on the</p> <p>6 -- on No. 1, Mr. Kampfhankel put on his -- he was smart enough</p> <p>7 to put "estimate" on his.</p> <p>8 Q Well, I'm fixing to break a rule here. You know,</p> <p>9 there's a guess, and then there can be like what I call a wild</p> <p>10 ass guess. Where does this fall into that range?</p> <p>11 A In your last statement there.</p> <p>12 Q I'm sorry?</p> <p>13 A In your last -- last definition.</p> <p>14 Q It was a wild ass guess?</p> <p>15 A Yes. Uh-huh.</p> <p>16 Q All right. How about that -- the square footage of the</p> <p>17 total facility area? What kind of a guess was that?</p> <p>18 A It was just look out across the pit and estimated how</p> <p>19 big it was, you know, and figured the square footage.</p> <p>20 Q Okay. But --</p> <p>21 A And then you figured how deep that is. Trying to get</p> <p>22 your cubic feet from there, you know. And then --</p> <p>23 Q But when you filled this form in -- form out in 1981,</p> <p>24 you had not been out to the Ballard pit since shortly after</p> <p>25 Hurricane Beulah?</p>	<p style="text-align: right;">Page 73</p> <p>1 Q Okay.</p> <p>2 A Yeah. That's the only thing I can figure.</p> <p>3 Q As we sit here today some probably more than thirty</p> <p>4 years since you've been out to the Ballard pits -- right?</p> <p>5 A (Moving head up and down.)</p> <p>6 Q And that pit that you used, can you describe it for me</p> <p>7 from the standpoint of length, width and depth?</p> <p>8 A No. I can't remember.</p> <p>9 Q All right. And if you did, that would just be a guess?</p> <p>10 A Yeah. It'd be in the same category here.</p> <p>11 Q Okay. The same category as Plaintiff's Exhibit 2?</p> <p>12 A Yeah. Waste amount here, yeah.</p> <p>13 Q I'm going to --</p> <p>14 A I don't know whether this bottom figure is half accurate</p> <p>15 or what, you know.</p> <p>16 Q The form's real hard to read, isn't it?</p> <p>17 A Uh-huh.</p> <p>18 Q Yeah. I'm going to -- I'm going to come over here by</p> <p>19 you because I want to point out another section of the form.</p> <p>20 Let's get around here. And I may spill your water, and I don't</p> <p>21 want to do that. I'm looking at Plaintiff's Exhibit No. 2, this</p> <p>22 section right here. See where I'm pointing to?</p> <p>23 A Uh-huh.</p> <p>24 Q And mine's highlighted. And I'm going to read this.</p> <p>25 And again, this is a bad copy. But it looks like it says the EP</p>

19 (Pages 70 to 73)

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<p style="text-align: right;">Page 74</p> <p>1 wants to know whether there is a known, suspected or likely 2 release to the environment. Does that look like what that says? 3 A Uh-huh. 4 Q Yes? 5 A Yes. 6 Q And what did you mark over here? 7 A Put "No." 8 Q Okay. So when you filled out this form, you did not 9 believe that there was a known, suspected or likely release to 10 the environment? 11 A No. Uh-huh. No. 12 Q Okay. How come? 13 A I don't guess we expected a flood. 14 Q I'm sorry? 15 A I don't think we expected a flood. 16 Q Okay. In other words, you figured the flood took care 17 of whatever -- 18 A Yeah. 19 Q -- material Brine had put into the Ballard pits? 20 A Yeah. Uh-huh. 21 Q Okay. Can you tell me specifically the help that you 22 got from the fellow -- and it'll take me forever to learn how to 23 pronounce his name. What areas specifically on this 1981 24 notification form did he help you with? 25 A Oh, I don't -- I don't remember. It was probably just a</p>	<p style="text-align: right;">Page 76</p> <p>1 the materials in a proper manner? 2 A Proper, yeah. 3 Q In compliance with the law? 4 A At that time, yes. 5 Q Okay. Does -- if I threw a name out at you, Paul 6 Kachinsky, does that name ring a bell with you? 7 A Yes. Uh-huh. 8 Q Okay. It's my understanding that he was a fellow who 9 worked for a state agency and did some inspections. 10 A Uh-huh. 11 Q Is that right? 12 A Yeah. Worked for the Railroad Commission. 13 Q Big fellow drove around in a Volkswagen Beetle? 14 A I don't remember that. 15 Q You don't remember that? Okay. And he worked for who? 16 A Railroad Commission, I believe. 17 Q Okay. Do you know whether Mr. Kachinsky ever went out 18 to the Ballard pit that Brine was using to -- 19 A No, I don't. No, I don't. 20 Q Okay. Do you recall ever having any interaction 21 yourself with Mr. Kachinsky? Speaking with him? Anything of 22 that nature? 23 A Not about the pit, no. Huh-uh. 24 Q Okay. 25 A No. He's with -- the Railroad Commission at that time</p>
<p style="text-align: right;">Page 75</p> <p>1 general overall -- he might have given me his, I don't know, to 2 look at. 3 Q Okay. 4 A I do not remember. 5 Q Do you have a recollection, as we sit here today, of you 6 and this fellow actually sitting down together in a room 7 somewhere and trying to work up these -- 8 A No. We visited quite often. I'd go to his office. 9 He'd come to mine. Or we'd have lunch together or whatever. It 10 may have been -- 11 Q Okay. And did you say earlier that you think this 12 fellow is still alive? 13 A I guess he is. I ain't heard from him in years, you 14 know. 15 Q Okay. 16 A He was a farmer in Robstown. And he left the country 17 when he retired. 18 Q Okay. I think Mr. Mazzone asked you some questions 19 about whether or not the refineries had the expectation that 20 Brine would, you know, dispose of these materials in a proper 21 manner. 22 A Uh-huh. 23 Q Do you remember that line of questioning? 24 A Yeah. Uh-huh. 25 Q And do you believe Brine Service Company did dispose of</p>	<p style="text-align: right;">Page 77</p> <p>1 used to monitor the oil spills. 2 Q Oil spills? 3 A And he would -- a lot of time him or somebody with the 4 Railroad Commission would show up on location. 5 Q Okay. All right. 6 A Or site or whatever. 7 Q Is that one of the things you testified to earlier? 8 That sometimes when a refinery had an oil spill, the refinery 9 would call in Brine Service to help clean up that spill? 10 A Yes. Uh-huh. Yes. 11 Q And is it your testimony that some of that oil spill 12 material was taken to the Ballard pit? 13 A Occasionally. Occasionally. 14 Q Okay. 15 A Most of it, the phenyl volume, went back to the 16 refineries. If there's a lot of water or something involved, 17 you know, or just a sheen. 18 Q Okay. Mr. Hilliard is representing an awful lot of 19 people in this lawsuit. Are you aware of that? 20 A I'm aware of that, yeah. 21 Q As a matter of fact, I've been a lawyer for twenty-four 22 years, and I've never been involved in a lawsuit with as many 23 people suing my client as this one. I guess I have Mr. Hilliard 24 to thank for that. The -- do you know any of these folks? 25 A No, I don't. No, I don't.</p>

20 (Pages 74 to 77)

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1 Q Okay. Been out to visit with any of them?
 2 (Phone ringing.)
 3 MR. HILLIARD: I thought I turned it off.
 4 Q Been out to visit with -- haven't been out to visit with
 5 any of the folks?
 6 A Huh-uh.
 7 Q Haven't been out to the subdivision where they live?
 8 A No. I sure haven't. I haven't been back in there since
 9 I said when I looked at the pit at that time, I guess.
 10 Q Okay, okay. Would you have any reason to think that
 11 whatever it was that Brine Service Company put into the Ballard
 12 pit back in 1968 or 1969 has in any way contaminated these
 13 people's property?
 14 A I don't think so. You know, I mean, we've seen
 15 pictures, and they say it came from there.
 16 Q You don't believe so, do you?
 17 A I don't believe so. Not since what I saw after the
 18 flood.
 19 Q And that was just a great massive amount of water
 20 washing everything away?
 21 A Uh-huh.
 22 Q Is that right?
 23 A It washed it away, yeah.
 24 Q It's my understanding, from what Mr. Henderson tells me,
 25 is that the Ballard pit is in the Nueces River flood plane. Do

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1 you know if that's correct or not?
 2 A I don't know for sure, no.
 3 Q Okay. Do you have any knowledge as to whether or not
 4 that particular area is pretty susceptible to flooding?
 5 A I don't know about that high, you know. I don't
 6 remember. I don't --
 7 Q Okay. That pit, about how far away was it from the
 8 Nueces River? Do you have any idea?
 9 A I have no idea.
 10 Q Okay. Do you have any recollection, Mr. Palmer, of
 11 Brine Service Company trucks going to the Ballard pit and, say,
 12 sucking up some -- some drilling mud and taking it out to a
 13 drilling location?
 14 A No, I don't.
 15 Q Okay. Do you know -- do you know if that happened one
 16 way or the other?
 17 A No, I don't.
 18 Q Okay. So if Mr. Henderson said that, you wouldn't have
 19 any reason to disagree with what he said?
 20 A No, I wouldn't. Because like I say, I worked out of
 21 town a lot, too.
 22 Q Back in the 1968 to 1969 time frame, were you working
 23 out of town quite a bit?
 24 A Probably was.
 25 Q Okay. Can you quantify that for me? Was it three

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1 hundred days a year? Or fifty days a year?
 2 A Oh, no, no. It probably wasn't over two or three months
 3 total.
 4 Q Of the year?
 5 A Of the year, yeah.
 6 Q Okay. And when you were working out of town, what kind
 7 of work was it that you were doing?
 8 A Primarily tank cleaning.
 9 Q Tank cleaning?
 10 A Tank cleaning, yeah.
 11 Q With vacuum trucks?
 12 A Yes. Uh-huh. Yes.
 13 Q And where were you taking that material?
 14 A Most of it would stay on-site. Occasionally some would
 15 come in there, to the pit.
 16 Q To the Ballard pit?
 17 A Yeah. Uh-huh.
 18 Q Okay. And when you -- just so we're clear, I'm not --
 19 I'm not real conversant with all the oil field stuff. The --
 20 when you say stay on-site, you're talking about stays on-site of
 21 the customer's facility?
 22 A Yeah. Uh-huh. Yeah.
 23 Q Okay. Back in the 1968 or 1969 time frame, do you know
 24 who the owner or the owners were of Brine Service Company?
 25 A Sixty-eight? I think Mr. Henderson and Mr. Hinrichs.

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1 Q You think, but are you sure?
 2 A I don't remember when Mr. Hinrichs sold to Mr. Henderson
 3 and myself, yeah.
 4 Q Okay. It's my understanding that -- I thought I read in
 5 the statement that you gave to these state regulators that you
 6 thought that Mr. Hinrichs bought -- Mr. Henderson bought out Mr.
 7 Hinrichs in the mid seventies.
 8 A Uh-huh.
 9 Q Does that sound about right?
 10 A I guess. I don't remember.
 11 Q Okay.
 12 A I don't remember.
 13 Q At some point, you received a percentage of stock in
 14 Brine Service Company?
 15 A Yes, I did.
 16 Q About fifteen percent?
 17 A Yeah.
 18 Q And I believe a lady by the name of Ms. Danner also
 19 received about fifteen percent?
 20 A That's correct.
 21 Q Okay. Do you recollect when it was that you received
 22 your fifteen percent of the stock?
 23 A It's shortly after the purchase. It wasn't -- well, it
 24 was at the purchase, yes. At the time of the purchase, yes.
 25 Q Okay. Did you put up some money for the stock?

21 (Pages 78 to 81)

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<p style="text-align: right;">Page 82</p> <p>1 A Yes, I did. Yeah.</p> <p>2 Q You did?</p> <p>3 A Yes.</p> <p>4 Q Okay. And then when you left Brine Service Company in</p> <p>5 1991, at about that time or some point after Mr. Henderson</p> <p>6 bought that stock back from you?</p> <p>7 A Yes. Uh-huh.</p> <p>8 Q Back in the 1968 or 1969 time frame, did Brine Service</p> <p>9 Company have only the Corpus Christi office? Or did it have</p> <p>10 other office locations?</p> <p>11 A I believe that was the only one. At one time we had a</p> <p>12 station in Refugio, which was strictly an oil field company.</p> <p>13 Q Okay.</p> <p>14 A And I don't remember what time -- I don't remember what</p> <p>15 time period that was. I didn't --</p> <p>16 Q It's my understanding, as far as the history of Brine</p> <p>17 Service Company is concerned, that originally it was a Houston</p> <p>18 based company?</p> <p>19 A That's correct.</p> <p>20 Q And when you went to work for Brine in 1961, was the</p> <p>21 main office or the home office still up in Houston?</p> <p>22 A Yes, it was.</p> <p>23 Q Do you remember when the Houston office ceased to exist?</p> <p>24 A No. Same -- about the same time of the purchase, I</p> <p>25 guess.</p>	<p style="text-align: right;">Page 84</p> <p>1 Q How many -- how many trucks --</p> <p>2 A Vacuum trucks.</p> <p>3 Q I'm sorry?</p> <p>4 A Of vacuum trucks.</p> <p>5 Q Okay. And that was those -- you've already testified --</p> <p>6 A Bobtails and semis, yeah.</p> <p>7 Q Okay. How many employees did Brine have back in '68,</p> <p>8 '69 in the Corpus Christi facility?</p> <p>9 A About ten -- total employees, probably fifteen.</p> <p>10 Counting -- maybe eighteen counting the office.</p> <p>11 Q Okay.</p> <p>12 A Mechanics and stuff.</p> <p>13 Q And that includes the drivers?</p> <p>14 A Yeah.</p> <p>15 Q Okay. Do you remember the names of any of the other</p> <p>16 drivers back in the 1968, 1969 time frame?</p> <p>17 A They're probably all dead right now, probably. Just one</p> <p>18 comes to name right offhand, is a guy named Monroe Freeman.</p> <p>19 Q Monroe?</p> <p>20 A Freeman.</p> <p>21 Q Freeman. Okay. And you have no doubt, as we sit here</p> <p>22 today, that the refineries or the customers that Brine did work</p> <p>23 for in taking material to the Ballard pits knew where those</p> <p>24 materials were going?</p> <p>25 A Yeah. They knew.</p>
<p style="text-align: right;">Page 83</p> <p>1 Q Okay. And we're still not sure on when that purchase</p> <p>2 was?</p> <p>3 A Right, right.</p> <p>4 Q And when we talk about the purchase, we're talking about</p> <p>5 Mr. Henderson buying out any other owner in the company, right?</p> <p>6 A Yes. Uh-huh. That's correct.</p> <p>7 Q Have you, by any chance, read Mr. Henderson's deposition</p> <p>8 before today?</p> <p>9 A No, I haven't.</p> <p>10 Q Okay. I'll tell you now there's some differences in</p> <p>11 what he testified to and what you're testifying to today. And I</p> <p>12 want to ask you, how can you be so sure some forty years later</p> <p>13 that you took these materials from these refineries and put them</p> <p>14 in the Ballard pit?</p> <p>15 A I remember being on the trucks.</p> <p>16 Q Okay. You can remember --</p> <p>17 A I don't remember every trip I made, no.</p> <p>18 Q Okay.</p> <p>19 A But I remember going out there in the trucks.</p> <p>20 Q Okay. And that was on one or two occasions yourself</p> <p>21 personally?</p> <p>22 A Yes. Uh-huh. Yeah.</p> <p>23 Q Okay. Now, how many trucks did Brine -- vacuum trucks</p> <p>24 did Brine have in operation in 1968 and 1969?</p> <p>25 A Probably a dozen. Many kinds.</p>	<p style="text-align: right;">Page 85</p> <p>1 Q They knew?</p> <p>2 A (Moving head up and down.)</p> <p>3 Q Did Brine do any other operations to make money besides</p> <p>4 the vacuum truck operation at the Corpus Christi facility during</p> <p>5 your tenure there?</p> <p>6 A Oh, yeah. High-pressure water -- high-pressure water</p> <p>7 cleaning.</p> <p>8 Q Explain that to me, if you would.</p> <p>9 A It's using high-pressure water, ten, fifteen thousand</p> <p>10 pounds, through a jet to clean heat exchangers and things out at</p> <p>11 the refinery.</p> <p>12 Q Out at the refinery?</p> <p>13 A Yeah. It cuts.</p> <p>14 Q Okay. How about -- how about actually saltwater brine?</p> <p>15 Were there sales of --</p> <p>16 A Well, that -- yeah. That was the primary original</p> <p>17 business, was the brine sales.</p> <p>18 Q Okay.</p> <p>19 A It sold to the oil field for workover and completion</p> <p>20 fluids. Sold to the refineries for regeneration of the sodium</p> <p>21 zeolite mineral for water softening.</p> <p>22 Q Okay, okay.</p> <p>23 A And the boilers, so on and so forth.</p> <p>24 Q Yeah. That was -- that was really what the company's --</p> <p>25 that was its main money maker, wasn't it?</p>

22 (Pages 82 to 85)

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<p style="text-align: right;">Page 86</p> <p>1 A Right. That's how the company started.</p> <p>2 Q Okay. Was that also its main money maker during your</p> <p>3 tenure, your thirty-year tenure, with Brine?</p> <p>4 A It came and went. One month the vacuum truck sales</p> <p>5 would be better and, you know --</p> <p>6 Q Okay.</p> <p>7 A Just according to what -- during the '85 oil boom, well,</p> <p>8 the brine sales would do good, you know.</p> <p>9 Q Uh-huh. Okay. Since these state regulators sat down</p> <p>10 with you at your house on March 6th of 2003 --</p> <p>11 A Whenever it was, yeah.</p> <p>12 Q Yeah. Took that statement here. Did you feel at any</p> <p>13 time during that statement that any of the people who were</p> <p>14 asking you questions were suggesting answers to you?</p> <p>15 MR. HILLIARD: Objection. Form.</p> <p>16 A No.</p> <p>17 Q You didn't?</p> <p>18 A No. I don't believe I did.</p> <p>19 Q Okay.</p> <p>20 A Yeah.</p> <p>21 Q There was a fellow there by the name of Mr. Ed Mange,</p> <p>22 M-A-N-G-E.</p> <p>23 A Oh, yeah. Yeah. I know him, yeah.</p> <p>24 Q Do you know Mr. Mange?</p> <p>25 A He didn't suggest anything, and I didn't adhere to</p>	<p style="text-align: right;">Page 88</p> <p>1 A And I abided by it because I didn't think it was -- I</p> <p>2 thought it was the right thing to do.</p> <p>3 Q Okay. And that's true. I mean, as we sit here today,</p> <p>4 you don't believe Brine Service Company violated anything --</p> <p>5 A No, I don't.</p> <p>6 Q -- with respect to the Ballard pits in 1968 or '69?</p> <p>7 A No.</p> <p>8 Q Or with respect to the Morgan pit before that time?</p> <p>9 A No. No.</p> <p>10 Q Okay.</p> <p>11 A I don't.</p> <p>12 Q Okay, okay. Thank you. I think that's all the</p> <p>13 questions I --</p> <p>14 A I don't think the law existed.</p> <p>15 Q I'm sorry?</p> <p>16 A I don't think the law existed then.</p> <p>17 Q Okay. You didn't have any guidance, really, from any</p> <p>18 federal or state agency, did you?</p> <p>19 A No, no, no, no.</p> <p>20 Q Okay.</p> <p>21 MR. DREILING: I think that's all the questions I</p> <p>22 have for now. Thank you.</p> <p>23 MR. SHOEBOTHAM: I've got just a few. I can go</p> <p>24 next and take your mike.</p> <p>25 EXAMINATION</p>
<p style="text-align: right;">Page 87</p> <p>1 anything. He didn't make any suggestions that I --</p> <p>2 Q Okay. It's your testimony today that if we read that</p> <p>3 transcript, we won't see where Mr. Mange suggested any answers</p> <p>4 to you?</p> <p>5 A He suggested them, yeah. Uh-huh. Yeah, he did. He had</p> <p>6 a list of the refineries, you know.</p> <p>7 Q Okay.</p> <p>8 A And that's what --</p> <p>9 Q Or the other fellow -- there was another fellow there, a</p> <p>10 Mr. Werner. Is it your testimony that as we go through this</p> <p>11 transcript, you won't see where -- we won't see where Mr. Werner</p> <p>12 suggested any answers to you?</p> <p>13 A No. I don't believe.</p> <p>14 Q Or Mr. --</p> <p>15 A No.</p> <p>16 Q Or Mr. Stanley, who was also there?</p> <p>17 A Yeah. He didn't, no.</p> <p>18 Q Okay. Have any of these folks been back out to your</p> <p>19 house to visit with you since March 6th, 2003?</p> <p>20 A No.</p> <p>21 Q Okay. Or have they visited with you anyplace else?</p> <p>22 A I met Werner down here one time to make a tour. He</p> <p>23 wanted to know what we were talking about. The EPA. He wanted</p> <p>24 to see where the refineries were.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 89</p> <p>1 BY MR. SHOEBOTHAM:</p> <p>2 Q Mr. Palmer, my name is Jon Shoebotham. I've got just a</p> <p>3 few questions for you this morning. You and I have never met or</p> <p>4 spoken before this deposition, have we?</p> <p>5 A No, we haven't.</p> <p>6 Q I represent a company -- a company called Monsanto</p> <p>7 Company. That's my client in this lawsuit. Did you ever go and</p> <p>8 pick up anything at any Monsanto Company plant or facility?</p> <p>9 A No. I don't --</p> <p>10 Q Are you aware of Monsanto Company even having any kind</p> <p>11 of plant or facility in the Corpus Christi area?</p> <p>12 A No.</p> <p>13 Q Have you ever had any contacts or communications with</p> <p>14 anyone at Monsanto Company, my client?</p> <p>15 A I don't recall, no.</p> <p>16 Q All right. I just have a few more questions for you. I</p> <p>17 noticed in your statement you were asked about whether you went</p> <p>18 out and picked -- or whether you hauled anything from Central</p> <p>19 Power & Light.</p> <p>20 A Uh-huh.</p> <p>21 Q Do you -- do you recall ever picking up anything or</p> <p>22 hauling anything for Central Power & Light?</p> <p>23 A No. Hub-uh.</p> <p>24 Q Do you ever recall going out to any place, any company,</p> <p>25 and picking up any insulating oils that might have been in</p>

23 (Pages 86 to 89)

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<p>1 transformers or capacitors or pump stations?</p> <p>2 A No.</p> <p>3 Q Have you ever heard of a chemical called PCBs?</p> <p>4 A Yes. Polychlorinated biphenyls.</p> <p>5 Q All right. Do you have any explanation or any</p> <p>6 information as to why PCBs might be found in this Ballard pit?</p> <p>7 A Not unless there's some waste oil somewhere, you know.</p> <p>8 Q Do you have any personal knowledge or information about</p> <p>9 any waste oil that had PCBs in it -</p> <p>10 A No.</p> <p>11 Q - being taken to the Ballard pit?</p> <p>12 A No, no, no.</p> <p>13 Q So you just don't have any information?</p> <p>14 A No.</p> <p>15 MR. SHOEBOOTHAM: All right. Those are all the</p> <p>16 questions I have. Thank you.</p> <p>17 THE WITNESS: Yeah.</p> <p>18 MR. GONZALES: I don't have any questions.</p> <p>19 EXAMINATION</p> <p>20 BY MR. HALL:</p> <p>21 Q Mr. Palmer, my name is Chris Hall. I'm an attorney here</p> <p>22 representing Live Oak Materials. They're a company that</p> <p>23 operated out at the gravel pits sometime after you were involved</p> <p>24 out there. Have you ever had any communications with anyone</p> <p>25 with Live Oak Materials?</p>	<p>1 where you think the pit that you were dumping in is? Does that</p> <p>2 help you?</p> <p>3 A Well, like I stated before, I was thinking if this was</p> <p>4 Ballard's house, I guess here we're going down to the pits. I</p> <p>5 was thinking it was right in here. Just right there as you went</p> <p>6 through the gate.</p> <p>7 Q Like -</p> <p>8 A Like this might be the pit or something. I don't know.</p> <p>9 Q Okay. I'm going to give you a pen and let you just draw</p> <p>10 a circle on there, if you can.</p> <p>11 A Yeah.</p> <p>12 Q I don't know if that pen will show up.</p> <p>13 A Yeah. But it don't even show up on here.</p> <p>14 MR. DREILING: And the circle is going to depict</p> <p>15 what?</p> <p>16 Q Circle where you think -</p> <p>17 A Yeah.</p> <p>18 Q - the pit was that you think were depositing -</p> <p>19 A I was thinking it was right in here.</p> <p>20 Q Okay.</p> <p>21 A Where this one here is, I guess. Or this one here,</p> <p>22 yeah. Is that a pit?</p> <p>23 Q Well, at this point, I don't know what was out there at</p> <p>24 that time. So I just - it appears that on here they show at</p> <p>25 least one or two other pits of some sort. And I just wondered</p>
Page 91	Page 93
<p>1 A No, I haven't. First I ever heard of them.</p> <p>2 Q I have a photograph that might help us with respect to</p> <p>3 some of these maps and kind of in conjunction with that.</p> <p>4 MR. HALL: What number are we up to?</p> <p>5 COURT REPORTER: Seven.</p> <p>6 MR. HALL: Seven. We'll call it Exhibit No. 7.</p> <p>7 (Exhibit No. 7 marked.)</p> <p>8 Q This is a photograph, if you compare it with some of the</p> <p>9 other maps of that area out County Road 73 and the Nueces</p> <p>10 River. I believe this photograph was taken back in about 1971,</p> <p>11 so it's a little bit closer to that period of time that you were</p> <p>12 out there.</p> <p>13 A Uh-huh.</p> <p>14 Q Do you recognize the area around the gravel pits? Can</p> <p>15 you identify that in this photograph?</p> <p>16 A Well, not really.</p> <p>17 Q Okay. I think in some of the other maps that you've got</p> <p>18 here, there's an Exhibit No. 5 appears to show what has been -</p> <p>19 what is marked or described as Nimrod. Does that appear to be</p> <p>20 the same area?</p> <p>21 A Uh-huh. Yeah.</p> <p>22 Q So that kind of gives you a basis for what - where we</p> <p>23 are on the different maps?</p> <p>24 A Yeah. Okay.</p> <p>25 Q Okay. Can you identify in that photograph the area</p>	<p>1 if -</p> <p>2 A Well, I'd say it's right here. That's the only thing I</p> <p>3 can -</p> <p>4 Q Okay. Can you just mark that a little bit darker for</p> <p>5 me?</p> <p>6 A (Witness complies with Counsel's request.)</p> <p>7 Q And now in the flyover that you did after Hurricane</p> <p>8 Beulah - and this photograph here apparently does show some</p> <p>9 water outside of the - of the channel of the river. Where</p> <p>10 would you say the water was after Beulah?</p> <p>11 A Oh, it was probably way up in here.</p> <p>12 Q So would you draw - just draw a line across where it</p> <p>13 was.</p> <p>14 A I don't remember whether it got to Ballard's house or</p> <p>15 not. It was right through here.</p> <p>16 Q Was it - in your recollection, was it pretty close to</p> <p>17 his house?</p> <p>18 A Yeah. Uh-huh.</p> <p>19 Q Okay. But in your flyover, you can still see - could</p> <p>20 you still see trees and some of the features -</p> <p>21 A Oh, yeah, yeah, yeah. You could still see the trees,</p> <p>22 the taller trees.</p> <p>23 Q But there was just water all over the place?</p> <p>24 A Just inundated, yeah.</p> <p>25 Q Okay. Could you tell any flow direction of the river?</p>

24 (Pages 90 to 93)

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<p style="text-align: right;">Page 94</p> <p>1 A Yeah. You could see things floating.</p> <p>2 Q So it would be -- in this picture, it would be floating</p> <p>3 from left to right?</p> <p>4 A Yeah.</p> <p>5 Q All right. And you've drawn an arrow that shows the</p> <p>6 direction of the flow. During the period of time that you were</p> <p>7 -- that Brine was apparently sending vehicles out there and</p> <p>8 trucks out there, did any of the drivers report any flooding or</p> <p>9 any high water situations during that time?</p> <p>10 A I don't remember.</p> <p>11 Q Did you ever observe any?</p> <p>12 A If they did, they called on the radio and told us or</p> <p>13 whatever, you know.</p> <p>14 Q But you don't have any specific recollection one way or</p> <p>15 the other?</p> <p>16 A No, no.</p> <p>17 Q Have you ever seen any other flooding out there since</p> <p>18 that time that you think matched that Beulah flooding?</p> <p>19 A Just what I've seen on television.</p> <p>20 Q Did the flooding that went on after Beulah, is that what</p> <p>21 essentially stopped you-all from using this pit? Or what made</p> <p>22 that decision for you?</p> <p>23 A Primarily the flooding, I think.</p> <p>24 Q Okay.</p> <p>25 A And I think also all of the pit rule was --</p>	<p style="text-align: right;">Page 96</p> <p>1 two.</p> <p>2 Q Mr. Palmer, would it be fair to say that you just, given</p> <p>3 the amount of time that's passed, don't recall where the exact</p> <p>4 location of the pit was at the Ballard site?</p> <p>5 A Yeah. You know, the time passed. I just can't -- I</p> <p>6 just can't define exactly where it was anymore.</p> <p>7 Q Right. And as to the document that you filled out for</p> <p>8 the state, if that document number on volume was right, that's</p> <p>9 approximately a thousand truckloads from Brine?</p> <p>10 A Yeah. That's figuring to say about a 4,200 gallon</p> <p>11 truckload.</p> <p>12 Q All right. And you've testified that that number was a</p> <p>13 guess?</p> <p>14 A Yeah. Uh-huh.</p> <p>15 Q Could it be higher?</p> <p>16 MR. DREILING: Object to form.</p> <p>17 A Could be, yeah.</p> <p>18 Q Higher or lower?</p> <p>19 A Yeah. It's just -- it's a guesstimate. That's all it</p> <p>20 is.</p> <p>21 Q Right. But if we use that number to go by, we're</p> <p>22 talking at least a thousand truckloads?</p> <p>23 A Yeah. If you're using this number here, yeah.</p> <p>24 Q Okay. Gotcha. Now, as between Brine Services back then</p> <p>25 and the refineries you were picking up for, who had more</p>
<p style="text-align: right;">Page 95</p> <p>1 Q Okay.</p> <p>2 A -- taking place and everything. And we were involved in</p> <p>3 disposal. Legal disposal system, I guess you'd call it, or</p> <p>4 whatever.</p> <p>5 MR. HALL: Okay. All right. I think that's all</p> <p>6 the questions I have. Pass the witness.</p> <p>7 FURTHER EXAMINATION</p> <p>8 BY MR. HILLIARD:</p> <p>9 Q Mr. Palmer, I have some followups.</p> <p>10 A Okay.</p> <p>11 Q This will be a lot shorter, hopefully. Everyone gets</p> <p>12 another round. Immediately prior to the flooding caused by the</p> <p>13 hurricane, did you go out to the pit before the flooding</p> <p>14 started?</p> <p>15 A Oh, I don't know --</p> <p>16 Q Wait a minute. We're going to change tapes, and then</p> <p>17 I'll get started.</p> <p>18 A Okay.</p> <p>19 Q They say there's only five minutes left on the tape.</p> <p>20 A Okay. Well, let me go to the restroom.</p> <p>21 Q Sure.</p> <p>22 VIDEOGRAPHER: Time is 11:39 a.m. We're off the</p> <p>23 record.</p> <p>24 (Off the record from 11:39 a.m. to 11:53 a.m.)</p> <p>25 VIDEOGRAPHER: Time is 11:53 a.m., start of tape</p>	<p style="text-align: right;">Page 97</p> <p>1 expertise in the environmental area?</p> <p>2 A I don't think anybody did. I would think that the</p> <p>3 refineries would. I mean, we weren't -- you know, we weren't</p> <p>4 accessible to an engineering department or anything like that.</p> <p>5 Q The only reason I ask is, this fellow's title was chief</p> <p>6 environmental engineer.</p> <p>7 A Yeah, yeah. Uh-huh.</p> <p>8 Q Did you-all have a chief environmental engineer?</p> <p>9 A No.</p> <p>10 Q All right. Now, did Brine do any independent testing of</p> <p>11 the material picked up from the refineries to see what it was?</p> <p>12 A No, no.</p> <p>13 Q Did you have to rely that it was what they told you it</p> <p>14 was?</p> <p>15 A Yes. Uh-huh.</p> <p>16 Q Did any of the folks at the refineries ask to go with</p> <p>17 Brine to see where the waste was going? Or ever ride with you</p> <p>18 in the trucks, that you can recall?</p> <p>19 A No. Not that I remember. I don't remember anybody.</p> <p>20 And I don't remember taking anybody with me to see them.</p> <p>21 Q Had they asked, would you have taken them?</p> <p>22 A Well, yeah. Yeah.</p> <p>23 Q Do you feel that Brine was giving the refineries a good</p> <p>24 price for hauling off their waste?</p> <p>25 A Definitely, yes.</p>

25 (Pages 94 to 97)

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<p style="text-align: right;">Page 98</p> <p>1 Q Better than others? Did you have competitors?</p> <p>2 A No. There weren't -- no. There wasn't any -- there was</p> <p>3 vacuum truck competitors. But they didn't want the business,</p> <p>4 you know. I guess, you know.</p> <p>5 Q Why did you guys want the business?</p> <p>6 A Well, it's good business, you know.</p> <p>7 Q Gotcha.</p> <p>8 A It was on the blacktop all the time. It wasn't out in</p> <p>9 the mud, in the oil field mud.</p> <p>10 Q Can you tell me what the phrase "cradle to grave" means</p> <p>11 to you in this environmental area?</p> <p>12 MR. SHOEBOTHAM: Objection. Form.</p> <p>13 Q Do you recall that phrase?</p> <p>14 A Yeah. I recall that phrase. I don't know how to define</p> <p>15 it, really. It's from the start to finish, you know. In this</p> <p>16 particular case, it'd probably mean a generator to where it's</p> <p>17 disposed of or whatever. I don't know.</p> <p>18 Q Okay. I want to talk to you some about the rain that</p> <p>19 you saw and the floodwaters that you saw.</p> <p>20 A Yeah. Uh-huh.</p> <p>21 Q Do you know what happens to drilling mud when it's in a</p> <p>22 pit like the one out there before it rains, when the sun is on</p> <p>23 it for a long time? Do you know --</p> <p>24 A Yeah. It dries out, yeah.</p> <p>25 Q Okay.</p>	<p style="text-align: right;">Page 100</p> <p>1 the top of it?</p> <p>2 A Covered the top of it and was flowing across it.</p> <p>3 Q And you weren't out at the pit the day before the</p> <p>4 floodwaters hit, were you?</p> <p>5 A No, no, no.</p> <p>6 Q So you don't know if it was capped or moist or whatever,</p> <p>7 do you?</p> <p>8 A No.</p> <p>9 Q No. Now, the Brine pit on I-37 -- not the Ballard pit</p> <p>10 -- but that's currently a superfund site. Are you aware of</p> <p>11 that?</p> <p>12 A Right. Uh-huh.</p> <p>13 Q And when did you learn that that was a superfund site?</p> <p>14 A I think I heard it from Mr. Werner.</p> <p>15 Q All right.</p> <p>16 A Or it was going to be. Or whatever.</p> <p>17 Q And the -- and the superfund site on I-37 accepted</p> <p>18 similar type waste as the Ballard pit?</p> <p>19 A Yes. Uh-huh.</p> <p>20 Q Is that correct?</p> <p>21 A Yeah.</p> <p>22 Q What did you mean when you said that it was, maybe</p> <p>23 looking back on it, morally or unethically not the right thing</p> <p>24 to do?</p> <p>25 A Well, since the general public as a whole has been made</p>
<p style="text-align: right;">Page 99</p> <p>1 A Yeah.</p> <p>2 Q Would it be fair to say that it creates kind of its own</p> <p>3 cap on the pit?</p> <p>4 A Yeah. Because the drilling mud always goes to the</p> <p>5 bottom.</p> <p>6 Q Okay.</p> <p>7 A Because it's heavier than the water or anything else.</p> <p>8 Q All right, all right. And are you testifying that when</p> <p>9 that floodwaters came, that the pit was just covered with the</p> <p>10 water?</p> <p>11 A Yeah. Uh-huh. Yeah.</p> <p>12 Q All right. Do you actually know how much of it stayed</p> <p>13 in the pit or how much was washed away?</p> <p>14 A No, I don't. I couldn't see, you know.</p> <p>15 Q Okay.</p> <p>16 A I didn't see anything that --</p> <p>17 Q The water just covered the pit?</p> <p>18 A Yeah, yeah. It was flowing across.</p> <p>19 Q Right.</p> <p>20 A And there was stuff floating across.</p> <p>21 Q All right. And it's not your testimony that everything</p> <p>22 that was inside the pit was pulled out and taken away with it?</p> <p>23 A Oh, I don't know where everything was or not. Like I</p> <p>24 say, the drilling mud probably went to the bottom.</p> <p>25 Q All right. All you know is that the floodwater covered</p>	<p style="text-align: right;">Page 101</p> <p>1 aware of the hazards. Back then we didn't know the hazards of</p> <p>2 different chemicals, what -- what would happen, you know, to</p> <p>3 people.</p> <p>4 Q Uh-huh.</p> <p>5 A You know? That's what I meant. I mean, nobody had any</p> <p>6 -- any research to go on or guidelines, MSDS sheets or</p> <p>7 whatever.</p> <p>8 Q Right.</p> <p>9 A It just wasn't there.</p> <p>10 Q I see. After the no-pit rule, you didn't take to</p> <p>11 Ballard anymore, right?</p> <p>12 A No.</p> <p>13 Q Before the no-pit rule, had you gone out to Southwestern</p> <p>14 or Coastal and picked up their waste and they had told you, "We</p> <p>15 don't want you taking it to Ballard," would you have followed</p> <p>16 their direction?</p> <p>17 MR. GONZALES: Objection. Form.</p> <p>18 A Yes. Definitely.</p> <p>19 Q And why is that? Why would you have done that if they</p> <p>20 had asked you to? That is, not taken it out to Ballard?</p> <p>21 MR. GONZALES: Objection. Form.</p> <p>22 A Because -- you're talking about after the rule was in</p> <p>23 the effect?</p> <p>24 Q No. Before the rule was in effect, had they just told</p> <p>25 you, "We'll give you the business, but we don't want you dumping</p>

26 (Pages 98 to 101)

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1 it out at Ballard" -
 2 A We wouldn't have been able to get the business.
 3 MR. GONZALES: Objection. Form.
 4 Q Because of -
 5 A I mean, we weren't able to do their work, you know.
 6 Q Because that was your only pit?
 7 MR. GONZALES: Objection. Form.
 8 A Yeah. That's right.
 9 Q Okay. Now, you answered some questions about the fact
 10 that Mr. Henderson didn't know - no. Excuse me. I got that
 11 backwards. Does it surprise you that the company was picking up
 12 drilling mud from the pit and taking it out without you knowing
 13 about it during that time?
 14 A Yeah. Uh-huh.
 15 Q Doesn't seem like it was that big a company, right? I
 16 mean -
 17 A Yeah. But it was - you know, I probably done things
 18 they didn't know about.
 19 Q Okay. But does it seem unusual to you that they were -
 20 A Yeah. Yeah. Because we didn't deal - we didn't - we
 21 dealt strictly in completion fluid. We didn't deal in drilling
 22 mud sales.
 23 Q Explain what you mean by that.
 24 A We didn't - we didn't buy drilling mud to buy - pick
 25 it up to try and sell. There's other vacuum truck companies

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1 that did.
 2 Q Now, when you were speaking to Mr. Shoebotham, you're
 3 aware that some insulating oils contain PCBs?
 4 A Yes. Uh-huh.
 5 Q Some waste oils do, too?
 6 A Yeah. Uh-huh.
 7 Q And do you know if any of the waste oils that you picked
 8 up were ever tested to see if they did contain PCBs?
 9 A No. Uh-huh. No.
 10 Q Okay. And you did pick up waste oils, correct?
 11 A Oh, yeah, yeah, yeah.
 12 MR. HILLIARD: Thank you, sir. That's all I have.
 13 THE WITNESS: Okay.
 14 FURTHER EXAMINATION
 15 BY MR. MAZZONE:
 16 Q Mr. Palmer, just a couple of more questions.
 17 A Yeah.
 18 Q Do you know whether or not Brine Service Company ever
 19 hauled any material for a company called Kerr-McGee?
 20 A Kerr-McGee? Kerr-McGee used to be Delhi Taylor. And
 21 Delhi Taylor was Hess. And it was Kerr-McGee. Isn't that
 22 right?
 23 Q I don't think so but -
 24 A Kerr-McGee, Kerr-McGee, I thought that was -
 25 MR. DREILING: If I told you that was right, it'd

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1 be a wild ass guess.
 2 A Yeah.
 3 Q Do you know whether or not Brine ever hauled any
 4 material for Kerr-McGee?
 5 A Yes. Uh-huh. Yeah. I believe they did.
 6 Q Okay. For - what kind of material for Kerr-McGee?
 7 A It was probably oily waste.
 8 Q From what kind of facility?
 9 A Refinery.
 10 Q What -
 11 A I'm saying that Kerr-McGee is the refinery which is now
 12 Hess. I'm thinking that.
 13 Q What do you think it was before Hess?
 14 A Well, before Hess, it was Kerr-McGee, I think.
 15 Q There was another name I think you said.
 16 A Delhi Taylor was the old, old refinery. ✓
 17 Q So you thought it was Delhi Taylor, Kerr-McGee and then
 18 Hess?
 19 A Yeah. Uh-huh.
 20 Q And it's currently a Hess -
 21 A I could be wrong. I've been wrong before.
 22 Q You think it's currently a Hess facility now?
 23 A Yeah.
 24 Q Do you know if Brine Service Company had - for all the
 25 companies, all the refineries that you've mentioned today or you

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1 named in your statement to EPA, did Brine Service Company have
 2 the exclusive contract to haul materials for those companies?
 3 A No. I don't think so, no.
 4 Q Do you believe that other vacuum truck companies also
 5 worked for the refineries you've named?
 6 A Occasionally, yes. Uh-huh.
 7 Q Can - in the EPA notification document that we've
 8 talked about a couple of times today, of the 450,000 gallons,
 9 can you tell me how much of that material you think came from
 10 either Southwestern or Champlin?
 11 A No, I can't. I can't.
 12 Q I believe you told a lawyer in my office named Ann
 13 Al-Babish that the material that was taken from Champlin was
 14 mostly water with an oil sheen; is that correct?
 15 A No. Not - not - I don't think so.
 16 MR. MAZZONE: All right. No further questions.
 17 MR. GONZALES: Let me ask just a few.
 18 MR. MAZZONE: Ann, Al, A-L, hyphen, B-A-H-I-S-H.
 19 EXAMINATION
 20 BY MR. GONZALES:
 21 Q Mr. Palmer, good morning. My name is Rudy Gonzalez.
 22 Let me ask you just a few questions, sir.
 23 A All right.
 24 Q A lot of what you have testified about today, you are
 25 reaching back in your memory and just doing the best you can; is

27 (Pages 102 to 105)

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<p style="text-align: right;">Page 106</p> <p>1 that right?</p> <p>2 A That's right.</p> <p>3 Q But you'd be very honest with the court and with the</p> <p>4 ladies and gentlemen of the jury to say you're guessing?</p> <p>5 A That's right.</p> <p>6 Q Okay. And these figures that you have talked about in</p> <p>7 terms of amounts, you're guessing about that, too; is that</p> <p>8 right?</p> <p>9 A Yeah. Uh-huh.</p> <p>10 Q All right. And the figure with regard to the size of</p> <p>11 the pit, you're guessing about that; is that right?</p> <p>12 A Uh-huh.</p> <p>13 Q Is that correct, sir?</p> <p>14 A Yeah.</p> <p>15 Q All right. With regard to when you would go out to a</p> <p>16 refinery or to a generator, you went out there for the purpose</p> <p>17 of saying, "We're going to pick up your waste, and then we're</p> <p>18 going to take it to a place where we know we should take it to</p> <p>19 or that we've decided we're taking it to;" is that correct?</p> <p>20 A Uh-huh. Yeah.</p> <p>21 Q All right. And then you would then take it to that</p> <p>22 location because you had permission to take it to that location;</p> <p>23 is that right?</p> <p>24 A That's right.</p> <p>25 Q So, with regard to needing approval by anybody, did you</p>	<p style="text-align: right;">Page 108</p> <p>1 MR. HILLIARD: Objection. Form.</p> <p>2 A Somewhere around there.</p> <p>3 Q Is that right?</p> <p>4 MR. HILLIARD: Objection. Form.</p> <p>5 A Yes. Uh-huh.</p> <p>6 Q Okay. Now, it could be that drilling mud sank to the</p> <p>7 bottom, solidified and created some type of seal. But anything</p> <p>8 that wasn't sealed was floating away in that flood; is that</p> <p>9 right?</p> <p>10 MR. HILLIARD: Same objection.</p> <p>11 A That's right.</p> <p>12 Q Okay. And as far as your participation, you never put</p> <p>13 anything back in that pit after that time?</p> <p>14 A No.</p> <p>15 MR. GONZALES: Thank you, sir. That's all the</p> <p>16 questions I have for you.</p> <p>17 MR. SHOEBOOTHAM: I've got just a few.</p> <p>18 FURTHER EXAMINATION</p> <p>19 BY MR. SHOEBOOTHAM:</p> <p>20 Q Mr. Palmer, you testified a minute ago about picking up</p> <p>21 waste oils. What are you thinking of when you say "waste</p> <p>22 oils"?</p> <p>23 A Tank bottoms and things like that. Crude oil tank</p> <p>24 bottoms, diesel fuel, gasoline, whatever.</p> <p>25 Q Then that's what you think of when you're saying "waste</p>
<p style="text-align: right;">Page 107</p> <p>1 seek or get approval from anyone? Or did you -- it's just you</p> <p>2 knew where to take it to because you had made arrangements; is</p> <p>3 that right?</p> <p>4 A Yeah. You mean seeking approval from who?</p> <p>5 Q Well, from the state or anybody else. Did you need to</p> <p>6 seek --</p> <p>7 A Well, yeah. At that -- at that time, the state didn't</p> <p>8 have any jurisdiction over that.</p> <p>9 Q All right. So, Mr. Palmer, basically what you would do</p> <p>10 as Brine Services, or at least working for Brine Services, is</p> <p>11 you would tell a refinery, "I can pick up your waste, and I can</p> <p>12 dispose of it, and we know where to dispose of it at;" is that</p> <p>13 right?</p> <p>14 A That's correct.</p> <p>15 Q And then you would proceed to do that?</p> <p>16 A Yeah.</p> <p>17 Q Okay. With regard to this pit and this flooding that</p> <p>18 took place, whatever was in that pit that did not sink to the</p> <p>19 bottom and solidify was washed away with that hurricane back in</p> <p>20 -- what year did you say it was?</p> <p>21 A Sixty-nine?</p> <p>22 MR. DREILING: I don't want to make another one of</p> <p>23 those guesses.</p> <p>24 A I don't remember.</p> <p>25 Q Sixty-nine or thereabout?</p>	<p style="text-align: right;">Page 109</p> <p>1 oils"?</p> <p>2 A Yeah, yeah, yeah.</p> <p>3 Q Let me ask you about a particular kind of material, and</p> <p>4 that's insulating oils that were used in transformers or</p> <p>5 capacitors.</p> <p>6 A Yeah.</p> <p>7 Q Or in --</p> <p>8 MR. HILLIARD: Pump stations.</p> <p>9 Q Or in pump stations that might be exposed to heat. Did</p> <p>10 you pick up any of those kinds of oils?</p> <p>11 A Not that I remember, no.</p> <p>12 Q Okay.</p> <p>13 MR. SHOEBOOTHAM: All right. Those are all the</p> <p>14 questions I have. Thank you.</p> <p>15 MR. DREILING: I don't have anything further.</p> <p>16 MR. HALL: I have one more, Mr. Palmer.</p> <p>17 FURTHER EXAMINATION</p> <p>18 BY MR. HALL:</p> <p>19 Q Back with my photographs. When we talked about this</p> <p>20 photograph, Exhibit No. 7, you drew a line across here that's</p> <p>21 sort of hard to see in terms of where the water was. And I</p> <p>22 think I've got a color photograph that shows a different period</p> <p>23 of time. See the similarity between these two?</p> <p>24 A Oh. Uh-huh. Yeah.</p> <p>25 Q And the water is up a little bit higher in this one. Is</p>

28 (Pages 106 to 109)

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<p>1 that kind of - is that what it looked like after Beulah?</p> <p>2 A Yeah. The water was a little higher. Water was a</p> <p>3 little higher.</p> <p>4 Q Just a little higher than that?</p> <p>5 A Yeah. It was up in here, I believe.</p> <p>6 Q Okay.</p> <p>7 MR. DREILING: Excuse me. The water was higher in</p> <p>8 Beulah than what's depicted on that picture?</p> <p>9 A Yeah. I think so.</p> <p>10 MR. DREILING: And that picture is Exhibit -</p> <p>11 MR. HALL: Exhibit 8.</p> <p>12 A Yeah. You can still - you know, you can still see some</p> <p>13 foliage or trees or whatever you want to call it.</p> <p>14 Q Some of the brush and that sort of thing?</p> <p>15 A Uh-huh. Yeah.</p> <p>16 Q Okay. But it looks fairly similar to that, but a little</p> <p>17 bit higher?</p> <p>18 A Yeah. Uh-huh. Yeah. A little bit higher.</p> <p>19 Q All right.</p> <p>20 A I believe. That's -</p> <p>21 Q All right.</p> <p>22 MR. HALL: Okay. I think that's all the questions</p> <p>23 we've got.</p> <p>24 MR. SHOEBOOTHAM: Just one more quick one.</p> <p>25 FURTHER EXAMINATION</p>	<p>1 CHANGES AND SIGNATURE</p> <p>2 PAGE LINE CHANGE REASON</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11 I, DONALD PALMER, have read the foregoing deposition and</p> <p>12 hereby affix my signature that same is true and correct, except</p> <p>13 as noted above.</p> <p>14</p> <p>15 DONALD PALMER, Witness</p> <p>16 Deposition Date: May 10, 2004</p> <p>17</p> <p>18 STATE OF TEXAS)</p> <p>19 COUNTY OF)</p> <p>20 Before me , on this day</p> <p>21 personally appeared DONALD PALMER, known to me or proved to me</p> <p>22 on the oath of , or through</p> <p>23 (description of identity card)</p> <p>24 to be the person whose name is subscribed to the foregoing</p> <p>25 instrument and acknowledged to me that he executed the same for</p> <p>the purposes and consideration therein expressed.</p> <p>Given under my hand and seal of office this day</p> <p>of , 2004.</p> <p>Notary Public, State of Texas</p> <p>My Commission Expires:</p>
Page 111	Page 113
<p>1 BY MR. SHOEBOOTHAM:</p> <p>2 Q I just want to be sure I understand, before we leave,</p> <p>3 about these insulating oils. Do you ever remember going out and</p> <p>4 picking up any kind of insulating oils from a pump station or</p> <p>5 from any kind of a pumping station at a pipeline facility and</p> <p>6 taking it to the Ballard pit?</p> <p>7 A No. Uh-huh. No, no.</p> <p>8 Q Do you ever remember picking up any kind of insulating</p> <p>9 oils used in any kind of electrical equipment or any kind of</p> <p>10 equipment that might be exposed to heat?</p> <p>11 A No, I don't. I really don't.</p> <p>12 Q So you don't ever remember taking - picking up and</p> <p>13 taking that kind of material to the Ballard pit?</p> <p>14 A No. Hub-uh, huh-uh.</p> <p>15 Q Is that correct?</p> <p>16 A That's correct, yeah.</p> <p>17 MR. SHOEBOOTHAM: Okay. Those are all the questions</p> <p>18 I have.</p> <p>19 MR. HILLIARD: Thank you, Mr. Palmer. I think</p> <p>20 we're done.</p> <p>21 VIDEOGRAPHER: Time is 12:10 p.m. We're off the</p> <p>22 record.</p> <p>23 (The deposition concluded at 12:10 p.m.</p> <p>24 on May 10, 2004.)</p> <p>25</p>	<p>1 NO. 03-720-F</p> <p>2 JEANIE R. CARTER, ET AL) IN THE DISTRICT COURT</p> <p>3 Plaintiff(s))</p> <p>4 VS.) 214TH JUDICIAL DISTRICT</p> <p>5 BALLARD SAND AND GRAVEL PIT,)</p> <p>6 ET AL)</p> <p>7 Defendant(s)) NUECES COUNTY, TEXAS</p> <p>8</p> <p>9 REPORTER'S CERTIFICATION</p> <p>10 DEPOSITION OF DONALD PALMER</p> <p>11 May 10, 2004</p> <p>12</p> <p>13 I, MARICELA FLORES, Certified Shorthand Reporter in and for</p> <p>14 the State of Texas, hereby certify to the following:</p> <p>15 That the witness, DONALD PALMER, was duly sworn by the</p> <p>16 officer and that the transcript of the oral deposition is a true</p> <p>17 record of the testimony given by the witness;</p> <p>18 That the deposition transcript was submitted on</p> <p>19 to the witness or to the attorney</p> <p>20 for the witness for examination, signature, and to be returned</p> <p>21 to U. S. LEGAL SUPPORT, INC. by ;</p> <p>22</p> <p>23 That the amount of time used by each party at the</p> <p>24 deposition is as follows:</p> <p>25 MR. ROBERT S. HILLIARD - 33 minutes</p> <p>MR. MICHAEL MAZZONE - 45 minutes</p> <p>MR. JONATHAN SHOEBOOTHAM - 4 minutes</p> <p>MR. CHRISTOPHER HALL - 6 minutes</p> <p>MR. RUDY GONZALES, JR. - 3 minutes</p> <p>That pursuant to information given to the deposition</p> <p>officer at the time said testimony was taken, the following</p> <p>includes all parties of record:</p> <p>MR. ROBERT S. HILLIARD, Counsel for Plaintiff(s)</p> <p>MR. FRED D. DREILING, MR. MICHAEL J. MAZZONE, MS. CHRISTINE</p> <p>FERNANDEZ, MR. JONATHAN B. SHOEBOOTHAM, MR. RUDY GONZALES,</p> <p>JR., MR. C. M. "SKIP" HENKEL, III, MR. JOHN C. HOLMGREEN,</p> <p>JR. AND MR. BEN A. DONNELL, Counsel for Defendant(s)</p>

29 (Pages 110 to 113)

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1 I further certify that I am neither counsel for, related
2 to, nor employed by any of the parties or attorneys in the
3 action in which this proceeding was taken, and further that I am
4 not financially or otherwise interested in the outcome of the
5 action.

6 Further certification requirements pursuant to Rule 203 of
7 TRCP will be certified to after they have occurred.

8 Certified to by me this day of
9 , 2004.

10 MARCELA FLORES
11 Certified Shorthand Reporter
12 Certificate No. 2558
13 Expiration Date: 12/31/2004
14 for
15 U. S. LEGAL SUPPORT, INC.
16 Firm Registration No. 342
17 500 North Water Street
18 Suite 500 South
19 Corpus Christi, Texas 78471
20 Telephone (361) 883-1716
21
22
23
24
25

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1 NO. 03-728-F
2 JEANIE R. CARTER, ET AL) IN THE DISTRICT COURT
3 Plaintiff(s))
4 VS.) 214TH JUDICIAL DISTRICT
5 BALLARD SAND AND GRAVEL PIT,)
6 ET AL)
7 Defendant(s)) NUECES COUNTY, TEXAS

8 FURTHER CERTIFICATION UNDER RULE 203 TRCP
9 ORAL DEPOSITION OF DONALD PALMER
10 May 10, 2004

11 The original deposition was was not
12 returned to the deposition officer;
13 If returned, the attached Changes and Signature Page
14 contains any changes and the reasons therefor;

15 If returned, the original deposition was delivered to MR.
16 ROBERT S. HILLIARD, Custodial Attorney;
17 That is the deposition officer's charges
18 for preparing the original deposition transcript and any copies
19 of exhibits charged to Plaintiff(s);

20 That a copy of this certificate was served on all parties
21 herein and filed with the Clerk.

22 Certified to by me this day of
23 , 2004.

24 MARCELA FLORES
25 Certified Shorthand Reporter
Certificate No. 2558
Expiration Date: 12/31/2004
for
U. S. LEGAL SUPPORT, INC.
Firm Registration No. 342
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30 (Pages 114 to 115)

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Enclosure B

Administrative Settlement Agreement
and Order on Consent for Remedial Design

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6

_____)	
IN THE MATTER OF:)	CERCLA Docket No. _____
)	
Brine Service Company Superfund Site)	
Corpus Christi, Texas)	
)	
[Names of Respondents])	
)	
)	
Respondents)	
)	
Proceeding Under Sections 104, 107, and)	ADMINISTRATIVE SETTLEMENT
122 of the Comprehensive, Environmental)	AGREEMENT AND ORDER ON
Response, Compensation, and Liability Act,)	CONSENT FOR REMEDIAL DESIGN
42 U.S.C. §§ 9604, 9607 and 9622)	
_____)	

**ADMINISTRATIVE SETTLEMENT AGREEMENT AND ORDER ON CONSENT FOR
REMEDIAL DESIGN**

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I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (“Settlement”) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and **[insert names or attach list of Respondents]** (“Respondents”). This Settlement provides for the performance of a Remedial Design (RD) by Respondents and the payment of certain response costs incurred by the United States at or in connection with the “Brine Service Company Site” (the “Site”) generally located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

2. This Settlement is issued under the authority vested in the President of the United States by Sections 104, 107, and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9604, 9607, and 9622 (CERCLA). This authority was delegated to the EPA Administrator on January 23, 1987 by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), and further delegated to the EPA Regional Administrators by EPA Delegation Nos. 14-14C (Administrative Actions Through Consent Orders, Jan. 18, 2017) and 14-14D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders, Jan. 18, 2017). These authorities were further redelegated by the Regional Administrator of EPA Region 6 to the Director of the Superfund Division by Region 6 Delegation No. R6-14-14C (Administrative Actions through Consent Orders, January 17, 2017).

3. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the U.S. Fish & Wildlife Service on October 6, 2020 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Settlement.

4. EPA and Respondents recognize that this Settlement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement do not constitute an admission of any liability. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement, the validity of the findings of facts, conclusions of law, and determinations in Sections IV (Findings of Fact) and V (Conclusions of Law and Determinations) of this Settlement. Respondents agree to comply with and be bound by the terms of this Settlement and further agree that they will not contest the basis or validity of this Settlement or its terms.

II. PARTIES BOUND

5. This Settlement is binding upon EPA and upon Respondents and their successors, and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent’s responsibilities under this Settlement.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement. In the event of the insolvency or other failure of any Respondent to implement the requirements of this Settlement, the remaining Respondents shall complete all such requirements.

7. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement and to execute and legally bind Respondents to this Settlement.

8. Respondents shall provide a copy of this Settlement to each contractor hired to perform the Work required by this Settlement and to each person representing any Respondents with respect to the Site or the Work, and shall condition all contracts entered into under this Settlement on performance of the Work in conformity with the terms of this Settlement. Respondents or their contractors shall provide written notice of the Settlement to all subcontractors hired to perform any portion of the Work required by this Settlement. Respondents shall nonetheless be responsible for ensuring that their contractors and subcontractors perform the Work in accordance with the terms of this Settlement.

III. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement, terms used in this Settlement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement or its attached appendices, the following definitions shall apply:

“Affected Property” shall mean all real property at the Site and any other real property where EPA determines, at any time, that access or land, water, or other resource use restrictions are needed to implement the RD, including, but not limited to, the properties located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Texas.

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Settlement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“Effective Date” shall mean the effective date of this Settlement as provided in Section XXVI.

“EPA” shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

“TCEQ” shall mean the Texas Commission on Environmental Quality and any successor departments or agencies of the State.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Future Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing deliverables submitted pursuant to this Settlement, in overseeing implementation of the Work, or otherwise implementing, overseeing, or enforcing this Settlement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, the costs incurred pursuant to Section VIII (Property Requirements) including, but not limited to, cost of attorney time and any monies paid to secure or enforce access or land, water, or other resource use restrictions, including, but not limited to, the amount of just compensation, ¶ 62 (Work Takeover), ¶ 15 (Emergencies and Releases), ¶ 86 (Access to Financial Assurance),] ¶ 16 (Community Involvement Plan (including the costs of any technical assistance grant under Section 117(e) of CERCLA, 42 U.S.C. § 9617(e))), and the costs incurred by the United States in enforcing the terms of this Settlement, including all costs incurred in connection with Dispute Resolution pursuant to Section XIII (Dispute Resolution) and all litigation costs. Future Response Costs shall also include all Interim Response Costs, [and] all Interest on those Past Response Costs Respondents have agreed to pay under this Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from October 1, 2000 to the Effective Date.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“Interim Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs: (a) paid by the United States in connection with the Site between October 1, 2000 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Non-Settling Owner” shall mean any person, other than a Respondent, that owns or controls any Affected Property, including [_____]. The clause “Non-Settling Owner’s Affected Property” means Affected Property owned or controlled by Non-Settling Owner.

“Owner Respondent” shall mean any Respondent that owns or controls any Affected Property, including [_____]. The clause “Owner Respondent’s Affected Property” means Affected Property owned or controlled by Owner Respondent.

“Paragraph” or “¶” shall mean a portion of this Settlement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Respondents.

“Past Response Costs” shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through [____], plus Interest on all such costs through such date.

“Performance Standards” or “PS” shall mean the cleanup levels and other measures of achievement of the remedial action objectives, as set forth in the ROD.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Record of Decision” or “ROD” shall mean the EPA Record of Decision relating to the Site, signed on August 31, 2020 by the Director of the Superfund and Emergency Management Division, EPA Region 6, and all attachments thereto. The ROD is attached as Appendix A.

“Remedial Action” or “RA” shall mean the remedial action selected in the ROD.

“Remedial Design” or “RD” shall mean those activities to be undertaken by Respondents to develop the final plans and specifications for the RA as stated in the SOW.

“Respondents” shall mean those Parties identified in Appendix [____].

“Section” shall mean a portion of this Settlement identified by a Roman numeral.

“Settlement” shall mean this Administrative Settlement Agreement and Order on Consent and all appendices attached hereto (listed in Section XXIV (Integration/Appendices)). In the event of conflict between this Settlement and any appendix, this Settlement shall control.

“Site” shall mean the Brine Service Company Superfund Site, encompassing approximately sixteen acres, located northeast of the intersection of Interstate Highway 37 and Goldston Road in Corpus Christi, Nueces County, Texas and depicted generally on the map attached as Appendix [____].

“Brine Service Company Special Account” shall mean the special account within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3), and Administrative Order On Consent for Remedial Investigation/Feasibility Study dated October 27, 2009.

“Brine Service Company Future Response Costs Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“State” shall mean the State of Texas.

“Statement of Work” or “SOW” shall mean the document describing the activities Respondents must perform to implement the RD, which is attached as Appendix [____].

“Supervising Contractor” shall mean the principal contractor retained by Respondents to supervise and direct the implementation of the Work under this Settlement.

“Transfer” shall mean to sell, assign, convey, lease, mortgage, or grant a security interest in, or where used as a noun, a sale, assignment, conveyance, or other disposition of any interest by operation of law or otherwise.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

“Waste Material” shall mean (1) any “hazardous substance” under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); and (3) any “solid waste” under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27).

“Work” shall mean all activities and obligations Respondents are required to perform under this Settlement, except those required by Section X (Record Retention).

IV. FINDINGS OF FACT

10. Based on available information and investigation, EPA has found:

a. The Site is located approximately 6.5 miles west of downtown Corpus Christi, northeast of the intersection of Interstate Highway 37 and Goldston Road (Appendix B - Site Map). Corpus Christi is situated along the southern Gulf Coast of Texas. The Site is in the Nueces-Rio Grande Coastal Basin and lies approximately 25 feet above sea level. The geodetic coordinates of the Site are 27°48'55.34 " north latitude and 97°30'30.98 "west longitude.

b. The Site is comprised of former waste disposal pits (North Pit and South Pit) located on property formerly owned and operated by Brine Service Company. The Site was discovered in November 1997 when a trench was being excavated through a portion of the former Brine Service Company property to install interconnecting pipelines between two nearby refineries. The Texas Natural Resource Conservation Commission (predecessor to the Texas Commission on Environmental Quality) documented that the bottom and sides of the trench were visibly stained and that ground water seeping into the excavation had a hydrocarbon sheen. Samples of the excavated soil had benzene concentrations as high as 79 milligrams per kilogram (mg/kg). Subsequent sampling of the pit area revealed the presence of metals, including barium, cadmium, chromium, lead, and mercury, as well as several organic compounds.

c. Prior to its use for waste disposal, the Brine Service Company property was quarried for sand and caliche. From the 1940s through the 1960s oil field (e.g., drilling fluids) and refinery waste were disposed of at the south pit. There is no documentation that the North Pit received wastes; however, it might have received runoff from the south pit. The south pit was backfilled in the early 1970s. The North Pit was backfilled between 1961 and 1968. There is no documentation that either of these pits was lined.

d. Surface water drainage from the Site enters a drainage ditch located along the east side of the property (the East Ditch). The ditch travels north approximately 1/2 mile and

empties into a wetland area known as Tule Lake. Tule Lake is a brackish shallow water wetland area and is a Texas Parks and Wildlife sanctuary containing gulls, pelicans, and other aquatic birds. Tule Lake is also a habitat for several State-Listed Threatened Species. Tule Lake flows into Corpus Christi Inner Harbor, which in turn flows into Corpus Christi Bay. Corpus Christi Bay is an estuarine subtidal area and has been nominated into the National Estuary Bay Program. The bay is used for recreational and commercial fishing. Land use surrounding the Site is commercial/industrial. The Nueces Occupational Medical Clinic is located to the north of the property. Three petrochemical refineries; Citgo, Valero, and Flint Hills are approximately 1/2 mile east, one mile east, and one mile northwest of the Site, respectively. Surface water downstream of the Site is saline and therefore not used for drinking. There are no domestic or public water supply wells within one mile of the Site. The nearest residential area is approximately 0.4 miles west-southwest of the Site. Because of the industrial nature of this area, additional residential development is improbable. The 1990 U.S. Bureau of Census data reports 27 housing units and 71 residents within a 1/2-mile radius of the Site.

e. EPA listed the Site on the National Priorities List (NPL) pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, on September 5, 2002, Vol. 67, No. 172.

f. In 2009, EPA entered into an Administrative Order on Consent for Remedial Investigation/Feasibility Study (RI/FS AOC) with six potentially responsible parties (RI/FS PRPs) that owned/operated nearby refineries and/or pipelines from which hazardous waste was disposed of at the Site. The RI/FS AOC required the potentially responsible parties to perform an RI/FS to determine the nature and extent of contamination at the Site.

g. According to the Remedial Investigation Report, hazardous substances detected in onsite soils include arsenic, lead, mercury, heptachlor epoxide, total polychlorinated biphenyls (PCBs), benzene, ethylbenzene, benzo(a)pyrene, 1-methylnaphthalene, arsenic, lead, selenium, mercury, bis(2-ethylhexyl)phthalate, 1-methylnaphthalene, naphthalene and methylene chloride. Hazardous substances detected in onsite groundwater include arsenic, alpha-BHC, beta-BHC, benzene, cobalt, cyanide, 4,4'-DDD, dieldrin, ethylbenzene, heptachlor, heptachlor epoxide, manganese, 3&4-methylphenol, and naphthalene. In addition, hazardous substances detected in the surface water and sediment in the East Ditch include aldrin, arsenic, and the PAHs (benz(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenz(a,h)anthracene, and indeno(1,2,3) pyrene).

h. In 2017, a Baseline Human Health Risk Assessment (BHHRA) was completed for the Site. The BHHRA identified a potential unacceptable risk to current and future commercial/industrial receptors (e.g., construction workers) at the Site from exposure to groundwater during construction. In addition, a Screening Level Ecological Risk Assessment was completed for the Site that identified risks to ecological receptors from exposure to contaminants in the soil in the North and South pits.

i. In 2020, EPA issued a Record of Decision for the Site which set forth a Selected Remedy with the following components: 1) in situ solidification of sludge, soil, and waste in the South Pit area, 2) installation of single-component cap over materials in the South Pit area, 3) recovery of light non-aqueous phase liquid (LNAPL), 4) monitored natural attenuation of groundwater, 5) surface soil removal in the North Pit area, 6) operation and

maintenance of existing sediment cap in East Ditch, and 7) implementation and maintenance of institutional controls

j. Respondents include the following:

(1) Boomerang Corporation is the current owner of Lots 2-5 and part of Lot 8 at the Site.

(2) John Altaire Cole is the current co-owner of Lot 7 at the Site.

(3) The John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the current co-owner of Lot 7 of the Site.

(4) Robert R. Sanchez is the current owner of Lot 6 of the Site.

(5) Brine Service Company (BSC) is the previous owner/operator of a 1.81-acre parcel on the Site, including the South Pit area. From 1957 through the 1970s, BSC used this area as a disposal facility for oilfield/drilling and refinery wastes

(6) The Goodyear Tire and Rubber Company previously operated a tire repair/replacement business on Lot 3 when hazardous substances were disposed of at the Site.

(7) Anadarko E&P Company LP owned and operated a nearby refinery that sent waste to the Site for disposal.

(8) ConocoPhillips Company owned and operated a pipeline that sent waste to the Site for disposal.

(9) El Paso Merchant Energy-Petroleum Company owned and operated a nearby refinery that sent waste to the Site for disposal.

(10) Hess Corporation owned and operated a nearby refinery that sent waste to the Site for disposal.

(11) Sunoco, Inc. (R&M) owned and operated a nearby refinery that sent waste to the Site for disposal.

(12) Texaco, Inc owned and operated a pipeline that sent waste to the Site for disposal.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

11. Based on the Findings of Fact set forth above and the administrative record, EPA has determined that:

a. The Brine Service Company Site is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

b. The contamination found at the Site, as identified in the Findings of Fact above, includes “hazardous substance(s)” as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

c. Each Respondent is a “person” as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

d. Each Respondent is a responsible party under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).

(1) Respondent Boomerang Corporation is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(2) Respondent John Altaire Cole is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(3) Respondent the John Deric and Caitlyn O. Coil 1995 Irrevocable Trust is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(4) Respondent Robert R. Sanchez is the “owner(s)” and/or “operator(s)” of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

(5) Respondent Brine Service Company was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(6) Respondent Goodyear Corporation was the “owner(s)” and/or “operator(s)” of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

(7) Respondent Anadarko E&P Company LP arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(8) Respondent ConocoPhillips Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of

hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(9) Respondent El Paso Merchant Energy-Petroleum Company arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(10) Respondent Hess Corporation arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(11) Respondent Sunoco, Inc. (R&M) arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

(12) Respondent Texaco, Inc. arranged for disposal or treatment, or arranged with a transporter for transport for disposal or treatment of hazardous substances at the facility, within the meaning of Section 107(a)(3) of CERCLA, 42 U.S.C. § 9607(a)(3).

e. The conditions described in ¶¶ 10.a-j of the Findings of Fact above constitute an actual or threatened “release” of a hazardous substance from the facility as defined by Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

f. The RD required by this Settlement is necessary to protect the public health, welfare, or the environment and, if carried out in compliance with the terms of this Settlement, will be consistent with the NCP, as provided in Section 300.700(c)(3)(ii) of the NCP.

VI. SETTLEMENT AGREEMENT AND ORDER

12. Based upon the Findings of Fact, Conclusions of Law, and Determinations set forth above, and the administrative record, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement, including, but not limited to, all appendices to this Settlement and all documents incorporated by reference into this Settlement.

VII. PERFORMANCE OF THE WORK

13. Coordination and Supervision

a. Project Coordinators.

(1) Respondents’ Project Coordinator must have sufficient technical expertise to coordinate the Work. Respondents’ Project Coordinator may not be an attorney representing any Respondent in this matter and may not act as the

Supervising Contractor. Respondents' Project Coordinator may assign other representatives, including other contractors, to assist in coordinating the Work.

(2) EPA shall designate and notify Respondents of EPA's Project Coordinator and Alternate Project Coordinator. EPA may designate other representatives, which may include its employees, contractors and/or consultants, to oversee the Work. EPA's Project Coordinator/Alternate Project Coordinator will have the same authority as a remedial project manager and/or an on-scene coordinator, as described in the NCP. This includes the authority to halt the Work and/or to conduct or direct any necessary response action when he or she determines that conditions at the Site constitute an emergency or may present an immediate threat to public health or welfare or the environment due to a release or threatened release of Waste Material.

(3) Respondents' Project Coordinators shall meet with EPA's Project Coordinator at least monthly.

b. **Supervising Contractor.** Respondents' proposed Supervising Contractor must have sufficient technical expertise to supervise the Work and a quality assurance system that complies with ASQ/ANSI E4:2014, "Quality management systems for environmental information and technology programs - Requirements with guidance for use" (American Society for Quality, February 2014).

c. **Procedures for Disapproval/Notice to Proceed**

(1) Respondents shall designate, and notify EPA, within ten (10) days after the Effective Date, of the name[s], title[s], contact information, and qualifications of Respondents' proposed Project Coordinator and Supervising Contractor, whose qualifications shall be subject to EPA's review for verification based on objective assessment criteria (*e.g.*, experience, capacity, technical expertise) and do not have a conflict of interest with respect to the project.

(2) EPA shall issue notices of disapproval and/or authorizations to proceed regarding the proposed Project Coordinator and Supervising Contractor, as applicable. If EPA issues a notice of disapproval, Respondents shall, within thirty (30) days, submit to EPA a list of supplemental proposed Project Coordinators and/or Supervising Contractors, as applicable, including a description of the qualifications of each. EPA shall issue a notice of disapproval or authorization to proceed regarding each supplemental proposed coordinator and/or contractor. Respondents may select any coordinator/contractor covered by an authorization to proceed and shall, within twenty one (21) days, notify EPA of Respondents' selection.

(3) Respondents may change their Project Coordinator and/or Supervising Contractor, as applicable, by following the procedures of ¶¶ 13.c(1) and 13.c(2).

14. **Performance of Work in Accordance with SOW.** Respondents shall develop the RD in accordance with the SOW and all EPA-approved, conditionally-approved, or modified deliverables as required by the SOW. All deliverables required to be submitted for approval under the Settlement or SOW shall be subject to approval by EPA in accordance with ¶ [6.5] (Approval of Deliverables) of the SOW.

15. **Emergencies and Releases.** Respondents shall comply with the emergency and release response and reporting requirements under ¶ [3.9] (Emergency Response and Reporting) of the SOW. Subject to Section XVI (Covenants by EPA), nothing in this Settlement, including ¶ [3.9] of the SOW, limits any authority of EPA: (a) to take all appropriate action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site, or (b) to direct or order such action to protect human health and the environment or to prevent, abate, respond to, or minimize an actual or threatened release of Waste Material on, at, or from the Site. If, due to Respondents' failure to take appropriate response action under ¶ [3.9] of the SOW, EPA takes such action instead, Respondents shall reimburse EPA under Section XII (Payment of Response Costs) for all costs of the response action.

16. **Community Involvement.** If requested by EPA, Respondents shall conduct community involvement activities under EPA's oversight as provided for in, and in accordance with, Section [2] (Community Involvement) of the SOW. Such activities may include, but are not limited to, designation of a Community Involvement Coordinator. Costs incurred by EPA under this Section constitute Future Response Costs to be reimbursed under Section XII (Payments for Response Costs).

17. **Modification of SOW or Related Deliverables**

a. If EPA determines that it is necessary to modify the work specified in the SOW and/or in deliverables developed under the SOW in order to carry out the RD, then EPA may notify Respondents of such modification. If Respondents object to the modification they may, within 30 days after EPA's notification, seek dispute resolution under Section XIII (Dispute Resolution).

b. The SOW and/or related work plans shall be modified: (1) in accordance with the modification issued by EPA; or (2) if Respondents invoke dispute resolution, in accordance with the final resolution of the dispute. The modification shall be incorporated into and enforceable under this Settlement, and Respondents shall implement all work required by such modification. Respondents shall incorporate the modification into the deliverable required under the SOW, as appropriate.

c. Nothing in this Paragraph shall be construed to limit EPA's authority to require performance of further response actions as otherwise provided in this Settlement.

VIII. PROPERTY REQUIREMENTS

18. **Agreements Regarding Access and Non-Interference.** Respondents shall, with respect to any Non-Settling Owner's Affected Property, use best efforts to secure from such Non-Settling Owner an agreement, enforceable by Respondents and the EPA, providing that

such Non-Settling Owner, and Owner Respondent shall, with respect to Owner Settling Respondent's Affected Property: (i) provide EPA, Respondents, and their representatives, contractors, and subcontractors with access at all reasonable times to such Affected Property to conduct any activity regarding the Settlement, including those activities listed in ¶ 18.a (Access Requirements); and (ii) refrain from using such Affected Property in any manner that EPA determines will pose an unacceptable risk to human health or to the environment due to exposure to Waste Material, or that interferes with or adversely affects the implementation or integrity of the RD. Respondents shall provide a copy of such access and use restriction agreement(s) to EPA.

a. **Access Requirements.** The following is a list of activities for which access is required regarding the Affected Property:

- (1) Monitoring the Work;
- (2) Verifying any data or information submitted to the United States;
- (3) Conducting investigations regarding contamination at or near the Site;
- (4) Obtaining samples;
- (5) Assessing the need for, planning, implementing, or monitoring response actions;
- (6) Assessing implementation of quality assurance and quality control practices as defined in the approved quality assurance quality control plan as provided in the SOW;
- (7) Implementing the Work pursuant to the conditions set forth in ¶ 62 (Work Takeover);
- (8) Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Respondents or their agents, consistent with Section IX (Access to Information);
- (9) Assessing Respondents' compliance with the Settlement;
- (10) Determining whether the Affected Property is being used in a manner that is prohibited or restricted, or that may need to be prohibited or restricted under the Settlement; and
- (11) Implementing, monitoring, maintaining, reporting on, and enforcing any land, water, or other resource use restrictions regarding the Affected Property.

19. **Best Efforts.** As used in this Section, "best efforts" means the efforts that a reasonable person in the position of Respondents would use so as to achieve the goal in a timely

manner, including the cost of employing professional assistance and the payment of reasonable sums of money to secure access [and/or use restriction agreements], as required by this Section. If Respondents are unable to accomplish what is required through “best efforts” in a timely manner, they shall notify EPA, and include a description of the steps taken to comply with the requirements. If EPA deems it appropriate, it may assist Respondents, or take independent action, in obtaining such access. All costs incurred by the United States in providing such assistance or taking such action, including the cost of attorney time and the amount of monetary consideration or just compensation paid, constitute Future Response Costs to be reimbursed under Section XII (Payment of Response Costs).

20. If EPA determines in a decision document prepared in accordance with the NCP that institutional controls in the form of state or local laws, regulations, ordinances, zoning restrictions, or other governmental controls or notices are needed, Respondents shall cooperate with EPA’s efforts to secure and ensure compliance with such institutional controls.

21. In the event of any Transfer of the Affected Property, unless EPA otherwise consents in writing, Respondents shall continue to comply with their obligations under the Settlement, including their obligations to secure access.

22. **Notice to Successors-in-Title.** Owner Respondent shall, prior to entering into a contract to Transfer its Affected Property, or 60 days prior to Transferring its Affected Property, whichever is earlier: (a) Notify the proposed transferee that EPA has determined that an RD must be performed at the Site, that potentially responsible parties have entered into an Administrative Settlement Agreement and Order on Consent requiring implementation of such RD, (identifying the name, docket number, and the effective date of this Settlement); and (b) Notify EPA of the name and address of the proposed transferee and provide EPA with a copy of the above notice that it provided to the proposed transferee.

23. Notwithstanding any provision of the Settlement, EPA retains all of its access authorities and rights, as well as all of its rights to require land, water, or other resource use restrictions, including enforcement authorities related thereto under CERCLA, RCRA, and any other applicable statute or regulations.

IX. ACCESS TO INFORMATION

24. Respondents shall provide to EPA, upon request, copies of all records, reports, documents and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as “Records”) within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Settlement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

25. **Privileged and Protected Claims**

a. Respondents may assert all or part of a Record requested by EPA is privileged or protected as provided under federal law, in lieu of providing the Record, provided Respondents comply with ¶ 25.b, and except as provided in ¶ 25.c.

b. If Respondents assert such a privilege or protection, they shall provide EPA with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, of each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Respondents shall provide the Record to EPA [and the State] in redacted form to mask the privileged or protected portion only. Respondents shall retain all Records that they claim to be privileged or protected until EPA [and the State] has [have] had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Respondents' favor.

c. Respondents may make no claim of privilege or protection regarding: (1) any data regarding the Site, including, but not limited to, all sampling, analytical, monitoring, hydrogeological, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or (2) the portion of any Record that Respondents are required to create or generate pursuant to this Settlement.

26. **Business Confidential Claims.** Respondents may assert that all or part of a Record provided to EPA under this Section or Section X (Record Retention) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Respondents shall segregate and clearly identify all Records or parts thereof submitted under this Settlement for which Respondents assert business confidentiality claims. Records claimed as confidential business information will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA, or if EPA has notified Respondents that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such Records without further notice to Respondents.

27. Notwithstanding any provision of this Settlement, EPA retains all of its information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

X. RECORD RETENTION

28. Until 10 years after EPA provides notice pursuant to ¶ [3.11] of the SOW (Notice of Work Completion), that all work has been fully performed in accordance with this Settlement, Respondents shall preserve and retain all non-identical copies of Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to their liability under CERCLA with respect to the Site, provided, however, that Respondents who are potentially liable as owners or operators of the Site must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site. Each Respondent must also retain, and instruct its contractors and agents to preserve, for the same period of time specified above, all non-identical copies of the last draft or

final version of any Records (including Records in electronic form) now in their possession or control or that come into their possession or control that relate in any manner to the performance of the Work, provided, however, that each Respondent (and its contractors and agents) must retain, in addition, copies of all data generated during the performance of the Work and not contained in the aforementioned Records required to be retained. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

29. At the conclusion of the document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such Records and, upon request by EPA, and except as provided for in ¶ 25 (Privileged and Protected Claims), Respondents shall deliver any such Records to EPA.

30. Each Respondent certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA and that it has fully complied with any and all EPA requests for information regarding the Site pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XI. COMPLIANCE WITH OTHER LAWS

31. Nothing in this Settlement limits Respondents' obligations to comply with the requirements of all applicable federal and state laws and regulations. Respondents must also comply with all applicable or relevant and appropriate requirements of all federal and state environmental laws as set forth in the ROD and the SOW. The activities conducted pursuant to this Settlement, if approved by EPA, shall be considered consistent with the NCP.

32. **Permits.** As provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and Section 300.400(c)(3) of the NCP, no permit shall be required for any portion of the Work conducted entirely on-site (i.e. within the areal extent of contamination or in very close proximity to the contamination and necessary for implementation of the Work). Where any portion of the Work that is not on-site requires a federal, state, or local permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals.

33. Respondents may seek relief under the provisions of Section XIV (Force Majeure) for any delay in performance of the Work resulting from a failure to obtain, or a delay in obtaining, any permit or approval referenced in ¶ 32 (Permits) and required for the Work, provided that they have submitted timely and complete applications and taken all other actions necessary to obtain all such permits or approvals. This Settlement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XII. PAYMENT OF RESPONSE COSTS

34. **Payment for Past Response Costs**

a. Within 30 days after the Effective Date, Respondents shall pay to EPA \$[] for Past Response Costs. Respondent shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For ACH payment:

Respondents shall make payment by Automated Clearinghouse (ACH) to:

500 Rivertech Court
Riverdale, Maryland 20737
Contact – John Schmid 202-874-7026 or REX, 1-866-234-5681
ABA = 051036706
Transaction Code 22 - checking
Environmental Protection Agency
Account 310006
CTX Format

and shall reference Site/Spill ID Number [] and the EPA docket number for this action.

For online payment:

Respondents shall make payment at <https://www.pay.gov> to the U.S. EPA account in accordance with instructions to be provided to Respondents by EPA.

b. At the time of payment, Respondents shall send notice that payment has been made to EPA Region 6 Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, and to the EPA Cincinnati Finance Office by email at cinwd_acctsreceivable@epa.gov, or by mail to

EPA Cincinnati Finance Office
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number [] and the EPA docket number for this action.

c. **Deposit of Past Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 34.a shall be deposited by EPA in the Brine Service Company Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

35. **Payments for Future Response Costs.** Respondents shall pay to EPA all Future Response Costs not inconsistent with the NCP.

a. **Periodic Bills.** On a periodic basis, EPA will send Respondents a bill requiring payment that includes a summary of direct and indirect costs incurred by EPA, its contractors, subcontractors, and the United States Department of Justice. Respondents shall make all payments within 30 days after Respondents' receipt of each bill requiring payment, except as otherwise provided in ¶ 37 (Contesting Future Response Costs), and in accordance with ¶¶ 34.a and 34.b (instructions for Past Response Costs payments).

b. **Deposit of Future Response Costs Payments.** The total amount to be paid by Respondents pursuant to ¶ 35.a (Periodic Bills) shall be deposited by EPA in the Brine Superfund Site Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund, provided, however, that EPA may deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund if, at the time the payment is received, EPA estimates that the Brine Service Company Superfund Site Special Account balance is sufficient to address currently anticipated future response actions to be conducted or financed by EPA at or in connection with the Site. Any decision by EPA to deposit a Future Response Costs payment directly into the EPA Hazardous Substance Superfund for this reason shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum.

36. **Interest.** In the event that any payment for Past Response Costs or Future Response Costs is not made by the date required, Respondents shall pay Interest on the unpaid balance. The Interest on Past Response Costs shall begin to accrue on the Effective Date. The Interest on Future Response Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the date of Respondents' payment. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payment of stipulated penalties pursuant to Section XV (Stipulated Penalties).

37. **Contesting Future Response Costs.** Respondents may initiate the procedures of Section XIII (Dispute Resolution) regarding payment of any Future Response Costs billed under ¶ 35 (Payments for Future Response Costs) if they determine that EPA has made a mathematical error or included a cost item that is not within the definition of Future Response Costs, or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with a specific provision or provisions of the NCP. To initiate such dispute, Respondents shall submit a Notice of Dispute in writing to the EPA Project Coordinator within 30 days after receipt of the bill. Any such Notice of Dispute shall specifically identify the contested Future Response Costs and the basis for objection. If Respondents submit a Notice of Dispute, Respondents shall within

the 30-day period, also as a requirement for initiating the dispute, (a) pay all uncontested Future Response Costs to EPA in the manner described in ¶ 35, and (b) establish, in a duly chartered bank or trust company, an interest-bearing escrow account that is insured by the Federal Deposit Insurance Corporation (FDIC) and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. If EPA prevails in the dispute, within 5 days after the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in ¶ 35. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in ¶ 35. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in Section XIII (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XIII. DISPUTE RESOLUTION

38. Unless otherwise expressly provided for in this Settlement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement. The Parties shall attempt to resolve any disagreements concerning this Settlement expeditiously and informally.

39. **Informal Dispute Resolution.** If Respondents object to any EPA action taken pursuant to this Settlement, including billings for Future Response Costs, they shall send EPA a written Notice of Dispute describing the objection(s) within fourteen (14) days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have twenty (20) days from EPA's receipt of Respondents' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement.

40. **Formal Dispute Resolution.** If the Parties are unable to reach an agreement within the Negotiation Period, Respondents shall, within twenty (20) days after the end of the Negotiation Period, submit a statement of position to EPA. EPA may, within twenty (20) days thereafter, submit a statement of position. Thereafter, the [Chief of the EPA Region 6 Assessment and Enforcement Branch] will issue a written decision on the dispute to Respondents. EPA's decision shall be incorporated into and become an enforceable part of this Settlement. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

41. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Respondents under this Settlement, except as provided by ¶ 37 (Contesting Future Response Costs), as agreed by EPA.

42. Except as provided in ¶ 52, stipulated penalties with respect to the disputed matter shall continue to accrue, but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of this Settlement. In the event that Respondents do not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section XV (Stipulated Penalties).

XIV. FORCE MAJEURE

43. “Force Majeure” for purposes of this Settlement is defined as any event arising from causes beyond the control of Respondents, of any entity controlled by Respondents, or of Respondents’ contractors that delays or prevents the performance of any obligation under this Settlement despite Respondents’ best efforts to fulfill the obligation. The requirement that Respondents exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible. “Force majeure” does not include financial inability to complete the Work or increased cost of performance.

44. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement for which Respondents intend or may intend to assert a claim of force majeure, Respondents shall notify the EPA Project Coordinator orally or, in his or her absence, EPA’s Alternate Project Coordinator or, in the event both of EPA’s designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 6, within seven (7) days of when Respondents first knew that the event might cause a delay. Within thirty (30) days thereafter, Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents’ rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Respondents shall be deemed to know of any circumstance of which Respondents, any entity controlled by Respondents, or Respondents’ contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under ¶ 43 and whether Respondents have exercised their best efforts under ¶ 43, EPA may, in its unreviewable discretion, excuse in writing Respondents’ failure to submit timely or complete notices under this Paragraph.

45. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Settlement that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

46. If Respondents elect to invoke the dispute resolution procedures set forth in Section XIII (Dispute Resolution), they shall do so no later than fifteen (15) days after receipt of EPA's notice. In any such proceeding, Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondents complied with the requirements of ¶¶ 43 and 44. If Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Respondents of the affected obligation of this Settlement identified to EPA.

47. The failure by EPA to timely complete any obligation under the Settlement is not a violation of the Settlement, provided, however, that if such failure prevents Respondents from meeting one or more deadlines under the Settlement, Respondents may seek relief under this Section.

XV. STIPULATED PENALTIES

48. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in ¶¶ 49.a and 50 for failure to comply with the obligations specified in ¶¶ 49.a and 50, unless excused under Section XIV (Force Majeure). "Comply" as used in the previous sentence includes compliance by Respondents with all applicable requirements of this Settlement, within the deadlines established under this Settlement. If (i) an initially submitted or resubmitted deliverable contains a material defect and the conditions are met for modifying the deliverable under ¶ 6.5(a)(2) of the SOW; or (ii) a resubmitted deliverable contains a material defect; then the material defect constitutes a lack of compliance for purposes of this Paragraph.

49. Stipulated Penalty Amounts: Payments, Financial Assurance, Major Deliverables, and Other Milestones.

a. The following stipulated penalties shall accrue per violation per day for any noncompliance with any obligation identified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$1,000	1st through 14th day
\$1,500	15th through 30th day

\$5,000

31st day and beyond

b. Obligations

(1) Payment of any amount due under Section XII (Payment of Response Costs).

(2) Establishment and maintenance of financial assurance in accordance with Section XXIII (Financial Assurance).

(3) Establishment of an escrow account to hold any disputed Future Response Costs under ¶ 37 (Contesting Future Response Costs).

50. **Stipulated Penalty Amounts: Other Deliverables.** The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate deliverables required by this Settlement, other than those specified in ¶ 49.b:

Penalty Per Violation Per Day	Period of Noncompliance
\$400	1st through 14th day
\$500	15th through 30th day
\$1,200	31st day and beyond

51. In the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover), Respondents shall be liable for a stipulated penalty in the amount of \$100,000. Stipulated penalties under this Paragraph are in addition to the remedies available to EPA under ¶¶ 62 (Work Takeover) and 86 (Access to Financial Assurance).

52. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. Penalties shall continue to accrue during any dispute resolution period, and shall be paid within 15 days after the agreement or the receipt of EPA's decision. However, stipulated penalties shall not accrue: (a) with respect to a deficient submission under ¶ [6.5] (Approval of Deliverables) of the SOW, during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (b) with respect to a decision by the Director of the Superfund and Emergency Management Division under Section XIII (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing in this Settlement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement.

53. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement, EPA may give Respondents written notification of the failure and describe the noncompliance. EPA may send Respondents a written demand for payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

54. All penalties accruing under this Section shall be due and payable to EPA within 30 days after Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the Dispute Resolution procedures under Section XIII (Dispute Resolution) within the 30-day period. All payments to EPA under this Section shall indicate that the payment is for stipulated penalties and shall be made in accordance with ¶ 35 (Payments for Future Response Costs).

55. If Respondents fail to pay stipulated penalties when due, Respondents shall pay Interest on the unpaid stipulated penalties as follows: (a) if Respondents have timely invoked dispute resolution such that the obligation to pay stipulated penalties has been stayed pending the outcome of dispute resolution, Interest shall accrue from the date stipulated penalties are due pursuant to ¶ 52 until the date of payment; and (b) if Respondents fail to timely invoke dispute resolution, Interest shall accrue from the date of demand under ¶ 54 until the date of payment. If Respondents fail to pay stipulated penalties and Interest when due, the United States may institute proceedings to collect the penalties and Interest.

56. The payment of penalties and Interest, if any, shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement.

57. Nothing in this Settlement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3), provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided in this Settlement, except in the case of a willful violation of this Settlement or in the event that EPA assumes performance of a portion or all of the Work pursuant to ¶ 62 (Work Takeover).

58. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement.

XVI. COVENANTS BY EPA

59. Except as provided in Section XVII (Reservation of Rights by EPA), EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs, and Future Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the complete and satisfactory performance by Respondents of

their obligations under this Settlement. These covenants extend only to Respondents and do not extend to any other person.

XVII. RESERVATIONS OF RIGHTS BY EPA

60. Except as specifically provided in this Settlement, nothing in this Settlement shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing in this Settlement shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

61. The covenants set forth in Section XVI (Covenants by EPA) above do not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. liability for failure by Respondents to meet a requirement of this Settlement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for violations of federal or state law that occur during or after implementation of the Work;
- f. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- g. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- h. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site not paid as Future Response Costs under this Settlement.

62. Work Takeover

a. In the event EPA determines that Respondents: (1) have ceased implementation of any portion of the Work; (2) are seriously or repeatedly deficient or late in their performance of the Work; or (3) are implementing the Work in a manner that may cause an

endangerment to human health or the environment, EPA may issue a written notice (“Work Takeover Notice”) to Respondents. Any Work Takeover Notices issued by EPA (which writing may be electronic) will specify the grounds upon which such notice was issued and will provide Respondents a period of 10 days within which to remedy the circumstances giving rise to EPA’s issuance of such notice.

b. If, after expiration of the 10-day notice period specified in ¶ 62.a Respondents have not remedied to EPA’s satisfaction the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, EPA may at any time thereafter assume the performance of all or any portion(s) of the Work as EPA deems necessary (“Work Takeover”). EPA will notify Respondents in writing (which writing may be electronic) if EPA determines that implementation of a Work Takeover is warranted under this ¶ 62.b. Funding of Work Takeover costs is addressed under ¶ 86 (Access to Financial Assurance).

c. Respondents may invoke the procedures set forth in ¶ 40 (Formal Dispute Resolution) to dispute EPA’s implementation of a Work Takeover under ¶ 62.b. However, notwithstanding Respondents’ invocation of such dispute resolution procedures, and during the pendency of any such dispute, EPA may in its sole discretion commence and continue a Work Takeover under ¶ 62.b until the earlier of (1) the date that Respondents remedy, to EPA’s satisfaction, the circumstances giving rise to EPA’s issuance of the relevant Work Takeover Notice, or (2) the date that a written decision terminating such Work Takeover is rendered in accordance with ¶ 40 (Formal Dispute Resolution).

d. Notwithstanding any other provision of this Settlement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XVIII. COVENANTS BY RESPONDENTS

63. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, and this Settlement, including, but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim under Sections 107 and 113 of CERCLA, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law relating to the Work, Past Response Costs, Future Response Costs, and this Settlement;

c. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution, the State of Texas Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law.

64. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents), these covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to any of the reservations set forth in Section XVII (Reservations of

Rights by EPA), other than in ¶ 61.a (liability for failure to meet a requirement of the Settlement), 61.d (criminal liability), or 61.e (violations of federal/state law during or after implementation of the Work), but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

65. Nothing in this Settlement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S. C. § 9611, or 40 C.F.R. § 300.700(d).

66. Respondents reserve, and this Settlement is without prejudice to, claims against the United States, subject to the provisions of Chapter 171 of Title 28 of the United States Code, and brought pursuant to any statute other than CERCLA or RCRA and for which the waiver of sovereign immunity is found in a statute other than CERCLA or RCRA, for money damages for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of the United States, as that term is defined in 28 U.S.C. § 2671, while acting within the scope of his or her office or employment under circumstances where the United States, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. However, the foregoing shall not include any claim based on EPA's selection of response actions, or the oversight or approval of Respondents' deliverables or activities.

67. **Waiver of Claims by Respondents**

a. Respondents agree not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA) that they may have:

(1) **De Micromis Waiver.** For all matters relating to the Site against any person where the person's liability to Respondents with respect to the Site is based solely on having arranged for disposal or treatment, or for transport for disposal or treatment, of hazardous substances at the Site, or having accepted for transport for disposal or treatment of hazardous substances at the Site, if all or part of the disposal, treatment, or transport occurred before April 1, 2001, and the total amount of material containing hazardous substances contributed by such person to the Site was less than 110 gallons of liquid materials or 200 pounds of solid materials.

(2) **De Minimis/Ability to Pay Waiver.** For response costs relating to the Site against any person that has entered or in the future enters into a final CERCLA § 122(g) *de minimis* settlement, or a final settlement based on limited ability to pay, with EPA with respect to the Site.

b. **Exceptions to Waivers**

(1) The waivers under this ¶ 67 shall not apply with respect to any defense, claim, or cause of action that a Respondent may have against any person

otherwise covered by such waiver[s] if such person asserts a claim or cause of action relating to the Site against such Respondent.

(2) The waiver under ¶ 67.a(1) (De Micromis Waiver) shall not apply to any claim or cause of action against any person otherwise covered by such waiver, if EPA determines that: (i) that the materials containing hazardous substances contributed to the Site by such person have contributed significantly, or could contribute significantly, either individually or in the aggregate, to the cost of response action or natural resource restoration at the Site; or (ii) such person has failed to comply with any EPA requests for information or administrative subpoenas issued pursuant to Section 104(e) or 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) or 9622(e), or Section 3007 of RCRA, 42 U.S.C. § 6927, or has impeded or is impeding, through action or inaction, the performance of a response action or natural resource restoration with respect to the Site; or if (iii) such person has been convicted of a criminal violation for the conduct to which this waiver would apply and that conviction has not been vitiated on appeal or otherwise.

XIX. OTHER CLAIMS

68. By issuance of this Settlement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents. The United States or EPA shall not be deemed a party to any contract entered into by Respondents or their directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out actions pursuant to this Settlement.

69. Except as expressly provided in ¶ 67 (Waiver of Claims by Respondents) and Section XVI (Covenants by EPA), nothing in this Settlement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages, and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

70. No action or decision by EPA pursuant to this Settlement shall give rise to any right to judicial review, except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XX. EFFECT OF SETTLEMENT/CONTRIBUTION

71. Except as provided in ¶ 67 (Waiver of Claims by Respondents), nothing in this Settlement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement. Except as provided in Section XVIII (Covenants by Respondents), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to pursue any such persons to obtain additional response costs or response

action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

72. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement. The “matters addressed” in this Settlement are the Work, Past Response Costs, and Future Response Costs.

73. The Parties further agree that this Settlement constitutes an administrative settlement pursuant to which each Respondent has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

74. Each Respondent shall, with respect to any suit or claim brought by it for matters related to this Settlement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Respondent also shall, with respect to any suit or claim brought against it for matters related to this Settlement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Respondent shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement.

75. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Respondents shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section XVI (Covenants by EPA).

76. Effective upon signature of this Settlement by a Respondent, such Respondent agrees that the time period commencing on the date of its signature and ending on the date EPA receives from such Respondent the payment(s) required by ¶ 34 (Payment for Past Response Costs) and, if any, Section XV (Stipulated Penalties) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in ¶ 72 and that, in any action brought by the United States related to the “matters addressed,” such Respondent will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If EPA gives notice to Respondents that it will not make this Settlement effective, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

XXI. INDEMNIFICATION

77. The United States does not assume any liability by entering into this Settlement or by virtue of any designation of Respondents as EPA's authorized representatives under Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), and 40 C.F.R. 300.400(d)(3). Respondents shall indemnify, save, and hold harmless the United States, its officials, agents, employees, contractors, subcontractors, employees, and representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, and any persons acting on Respondents' behalf or under their control, in carrying out activities pursuant to this Settlement. Further, Respondents agree to pay the United States all costs it incurs, including, but not limited to attorneys' fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement. The United States shall not be held out as a party to any contract entered into, by, or on behalf of Respondents in carrying out activities pursuant to this Settlement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

78. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

79. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States for damages or reimbursement or for set-off of any payments made, or to be made, to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of, any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site, including, but not limited to, claims on account of construction delays.

XXII. INSURANCE

80. No later than fifteen (15) days before commencing any on-site Work, Respondents shall secure, and shall maintain until the first anniversary after issuance of Notice of Work Completion pursuant to ¶ [3.11] of the SOW, commercial general liability insurance with limits of liability of \$1 million per occurrence, and automobile insurance with limits of liability of \$1 million per accident, and umbrella liability insurance with limits of liability of \$5 million in excess of the required commercial general liability and automobile liability limits, naming EPA as an additional insured with respect to all liability arising out of the activities performed by or on behalf of Respondents pursuant to this Settlement. In addition, for the duration of the Settlement, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall resubmit such certificates and copies of

policies each year on the anniversary of the Effective Date. In addition, for the duration of the Settlement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in a lesser amount, Respondents need provide only that portion of the insurance described above that is not maintained by the contractor or subcontractor. Respondents shall ensure that all submittals to EPA under this Paragraph identify the Brine Service Company, Corpus Christi, Texas and the EPA docket number for this action.

XXIII. FINANCIAL ASSURANCE

81. In order to ensure the completion of the Work, Respondents shall secure financial assurance, initially in the amount of [\$500,000] ("Estimated Cost of the Work"), for the benefit of EPA. The financial assurance must be one or more of the mechanisms listed below, in a form substantially identical to the relevant sample documents available from EPA or under the "Financial Assurance - Settlements" category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>, and satisfactory to EPA. Respondents may use multiple mechanisms if they are limited to surety bonds guaranteeing payment, letters of credit, trust funds, and/or insurance policies.

- a. A surety bond guaranteeing payment and/or performance of the Work that is issued by a surety company among those listed as acceptable sureties on federal bonds as set forth in Circular 570 of the U.S. Department of the Treasury;
- b. An irrevocable letter of credit, payable to or at the direction of EPA, that is issued by an entity that has the authority to issue letters of credit and whose letter-of-credit operations are regulated and examined by a federal or state agency;
- c. a trust fund established for the benefit of EPA that is administered by a trustee that has the authority to act as a trustee and whose trust operations are regulated and examined by a federal or state agency;
- d. A policy of insurance that provides EPA with acceptable rights as a beneficiary thereof and that is issued by an insurance carrier that has the authority to issue insurance policies in the applicable jurisdiction(s) and whose insurance operations are regulated and examined by a federal or state agency;
- e. A demonstration by a Respondent that it meets the financial test criteria of ¶ 83, accompanied by a standby funding commitment, which obligates the affected Respondent to pay funds to or at the direction of EPA, up to the amount financially assured through the use of this demonstration in the event of a Work Takeover; or
- f. A guarantee to fund or perform the Work executed in favor of EPA by a company: (1) that is a direct or indirect parent company of a Respondent or has a "substantial business relationship" (as defined in 40 C.F.R. § 264.141(h)) with a Respondent; and (2) can demonstrate to EPA's satisfaction that it meets the financial test criteria of ¶ 83.

82. Respondents shall, within thirty (30) days of the Effective Date, obtain EPA's approval of the form of Respondents' financial assurance. Within 30 days of such approval, Respondents shall secure all executed and/or otherwise finalized mechanisms or other documents consistent with the EPA-approved form of financial assurance and shall submit such mechanisms and documents to the EPA Region 6 Chief of the Enforcement and Cost Recovery Branch at 1201 Elm Street, Dallas, Texas 75270.

83. Respondents seeking to provide financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f, must, within 30 days of the Effective Date:

a. Demonstrate that:

(1) The affected Respondent or guarantor has:

- i. Two of the following three ratios: a ratio of total liabilities to net worth less than 2.0; a ratio of the sum of net income plus depreciation, depletion, and amortization to total liabilities greater than 0.1; and a ratio of current assets to current liabilities greater than 1.5; and
- ii. Net working capital and tangible net worth each at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and
- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; or

(2) The affected Respondent or guarantor has:

- i. A current rating for its senior unsecured debt of AAA, AA, A, or BBB as issued by Standard and Poor's or Aaa, Aa, A or Baa as issued by Moody's; and
- ii. Tangible net worth at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and
- iii. Tangible net worth of at least \$10 million; and

- iv. Assets located in the United States amounting to at least 90 percent of total assets or at least six times the sum of the Estimated Cost of the Work and the amounts, if any, of other federal, state, or tribal environmental obligations financially assured through the use of a financial test or guarantee; and

b. Submit to EPA for the affected Respondent or guarantor: (1) a copy of an independent certified public accountant's report of the entity's financial statements for the latest completed fiscal year, which must not express an adverse opinion or disclaimer of opinion; and (2) a letter from its chief financial officer and a report from an independent certified public accountant substantially identical to the sample letter and reports available from EPA or under the "Financial Assurance - Settlements" subject list category on the Cleanup Enforcement Model Language and Sample Documents Database at <https://cfpub.epa.gov/compliance/models/>.

84. Respondents providing financial assurance by means of a demonstration or guarantee under ¶ 81.e or 81.f must also:

a. Annually resubmit the documents described in ¶ 83.83.b within 90 days after the close of the affected Respondent's or guarantor's fiscal year;

b. Notify EPA within 30 days after the affected Respondent or guarantor determines that it no longer satisfies the relevant financial test criteria and requirements set forth in this Section; and

c. Provide to EPA, within 30 days of EPA's request, reports of the financial condition of the affected Respondent or guarantor in addition to those specified in ¶ 83.83.b; EPA may make such a request at any time based on a belief that the affected Respondent or guarantor may no longer meet the financial test requirements of this Section.

85. Respondents shall diligently monitor the adequacy of the financial assurance. If any Respondent becomes aware of any information indicating that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, such Respondent shall notify EPA of such information within seven (7) days. If EPA determines that the financial assurance provided under this Section is inadequate or otherwise no longer satisfies the requirements of this Section, EPA will notify the affected Respondent of such determination. Respondents shall, within thirty (30) days after notifying EPA or receiving notice from EPA under this Paragraph, secure and submit to EPA for approval a proposal for a revised or alternative financial assurance mechanism that satisfies the requirements of this Section. EPA may extend this deadline for such time as is reasonably necessary for the affected Respondent, in the exercise of due diligence, to secure and submit to EPA a proposal for a revised or alternative financial assurance mechanism, not to exceed sixty (60) days. Respondents shall follow the procedures of ¶ 87 (Modification of Amount, Form, or Terms of Financial Assurance) in seeking approval of, and submitting documentation for, the revised or alternative financial assurance mechanism. Respondents' inability to secure financial assurance in accordance with this Section does not excuse performance of any other obligation under this Settlement.

86. Access to Financial Assurance

a. If EPA issues a notice of implementation of a Work Takeover under ¶ 62.b, then, in accordance with any applicable financial assurance mechanism and/or related standby funding commitment, EPA is entitled to: (1) the performance of the Work; and/or (2) require that any funds guaranteed be paid in accordance with ¶ 86.d.

b. If EPA is notified by the issuer of a financial assurance mechanism that it intends to cancel such mechanism, and the affected Respondent fails to provide an alternative financial assurance mechanism in accordance with this Section at least 30 days prior to the cancellation date, the funds guaranteed under such mechanism must be paid prior to cancellation in accordance with ¶ 86.d.

c. If, upon issuance of a notice of implementation of a Work Takeover under ¶ 62.b, either: (1) EPA is unable for any reason to promptly secure the resources guaranteed under any applicable financial assurance mechanism and/or related standby funding commitment, whether in cash or in kind, to continue and complete the Work; or (2) the financial assurance is a demonstration or guarantee under ¶ 81.e or 81.f, then EPA is entitled to demand an amount, as determined by EPA, sufficient to cover the cost of the remaining Work to be performed. Respondents shall, within thirty (30) days of such demand, pay the amount demanded as directed by EPA.

d. Any amounts required to be paid under this ¶ 86 shall be, as directed by EPA: (i) paid to EPA in order to facilitate the completion of the Work by EPA or by another person; or (ii) deposited into an interest-bearing account, established at a duly chartered bank or trust company that is insured by the FDIC, in order to facilitate the completion of the Work by another person. If payment is made to EPA, EPA may deposit the payment into the EPA Hazardous Substance Superfund or into the Brine Service Company Superfund Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

e. All EPA Work Takeover costs not paid under this ¶ 86 must be reimbursed as Future Response Costs under Section XII (Payments for Response Costs).

87. Modification of Amount, Form, or Terms of Financial Assurance.

Respondents may submit, on any anniversary of the Effective Date or at any other time agreed to by the Parties, a request to reduce the amount, or change the form or terms, of the financial assurance mechanism. Any such request must be submitted to EPA in accordance with ¶ 82, and must include an estimate of the cost of the remaining Work, an explanation of the bases for the cost calculation, and a description of the proposed changes, if any, to the form or terms of the financial assurance. EPA will notify Respondents of its decision to approve or disapprove a requested reduction or change pursuant to this Paragraph. Respondents may reduce the amount of the financial assurance mechanism only in accordance with: (a) EPA's approval; or (b) if there is a dispute, the agreement or written decision resolving such dispute under Section XIII (Dispute Resolution). Respondents may change the form or terms of the financial assurance mechanism only in accordance with EPA's approval. Any decision made by EPA on a request

submitted under this Paragraph to change the form or terms of a financial assurance mechanism shall not be subject to challenge by Respondents pursuant to the dispute resolution provisions of this Settlement or in any other forum. Within 30 days after receipt of EPA's approval of, or the agreement or decision resolving a dispute relating to, the requested modifications pursuant to this Paragraph, Respondents shall submit to EPA documentation of the reduced, revised, or alternative financial assurance mechanism in accordance with ¶ 82.

88. Release, Cancellation, or Discontinuation of Financial Assurance.

Respondents may release, cancel, or discontinue any financial assurance provided under this Section only: (a) if EPA issues a Notice of Work Completion under ¶ [3.11] of the SOW; (b) in accordance with EPA's approval of such release, cancellation, or discontinuation; or (c) if there is a dispute regarding the release, cancellation, or discontinuance of any financial assurance, in accordance with the agreement or final decision resolving such dispute under Section XIII (Dispute Resolution)].

XXIV. INTEGRATION/APPENDICES

89. This Settlement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement. The parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement. The following appendices are attached to and incorporated into this Settlement: Appendices A-D.

- a. Appendix A is the ROD.
- b. Appendix B is the SOW.
- c. Appendix C is the description and/or map of the Site.
- d. Appendix D is the complete list of Respondents.

XXV. MODIFICATION

90. The EPA Project Coordinator may modify any plan, schedule, or SOW in writing or by oral direction. Any oral modification will be memorialized in writing by EPA promptly, but shall have as its effective date the date of the EPA Project Coordinator's oral direction. Any other requirements of this Settlement may be modified in writing by mutual agreement of the parties.

91. If Respondents seek permission to deviate from any approved work plan, schedule, or SOW, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis. Respondents may not proceed with the requested deviation until receiving oral or written approval from the EPA Project Coordinator pursuant to ¶ 90.

92. No informal advice, guidance, suggestion, or comment by the EPA Project Coordinator or other EPA representatives regarding any deliverable submitted by Respondents

shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement, or to comply with all requirements of this Settlement, unless it is formally modified.

XXVI. EFFECTIVE DATE

93. This Settlement shall be effective the day the Settlement is signed by the Regional Administrator or his/her designee.

IT IS SO AGREED AND ORDERED;

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

[Name]
Regional Administrator (or designee/delegatee), Region 6

Signature Page for Settlement regarding the Brine Service Company Superfund Site

FOR _____ :
[Print name of Respondent]

Dated

[Name]
[Title]
[Company]
[Address]

REMEDIAL DESIGN

STATEMENT OF WORK

BRINE SERVICE COMPANY SUPERFUND SITE

Corpus Christi, Nueces County, State of Texas

EPA Region 6

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1. INTRODUCTION

1.1 Purpose of the SOW. This Statement of Work (SOW) sets forth the procedures and requirements for implementing the Work.

1.2 Structure of the SOW

- Section 2 (Community Involvement) sets forth EPA's and Respondents' responsibilities for community involvement.
- Section 3 (Remedial Design) sets forth the process for developing the RD, which includes the submission of specified primary deliverables.
- Section 4 (General Requirements) sets forth Respondents' obligations regarding implementation of general requirements.
- Section 5 (Reporting) sets forth Respondents' reporting obligations.
- Section 6 (Deliverables) describes the content of the supporting deliverables and the general requirements regarding Respondents' submission of, and EPA's review of, approval of, comment on, and/or modification of, the deliverables.
- Section 7 (Schedules) sets forth the schedule for submitting the primary deliverables, specifies the supporting deliverables that must accompany each primary deliverable, and sets forth the schedule of milestones regarding the completion of the RD.
- Section 8 (State Participation) addresses State participation.
- Section 9 (References) provides a list of references, including URLs.

1.3 The terms used in this SOW that are defined in CERCLA, in regulations promulgated under CERCLA, or in the Administrative Settlement Agreement and Order on Consent ("Settlement"), have the meanings assigned to them in CERCLA, in such regulations, or in the Settlement, except that the term "Paragraph" or "¶" means a paragraph of the SOW, and the term "Section" means a section of the SOW, unless otherwise stated.

2. COMMUNITY INVOLVEMENT

2.1 Community Involvement Responsibilities

- (a) EPA has the lead responsibility for developing and implementing community involvement activities at the Site. Previously, during the RI/FS phase, EPA developed a Community Involvement Plan (CIP) for the Site. Pursuant to 40 C.F.R. § 300.435(c), EPA shall review the existing CIP and determine whether it should be revised to describe further public involvement activities during the Work that are not already addressed or provided for in the existing CIP.
- (b) If requested by EPA, Respondents shall participate in community involvement activities, including participation in (1) the preparation of information regarding the Work for dissemination to the public, with consideration given to including mass media and/or Internet notification, and (2) public meetings, community meetings, and informational sessions that may be held or sponsored by EPA to

explain activities at or relating to the Site. Respondents' support of EPA's community involvement activities may include providing online access to initial submissions and updates of deliverables to (1) any Community Advisory Groups, (2) any Technical Assistance Grant recipients and their advisors, and (3) other entities to provide them with a reasonable opportunity for review and comment. EPA may describe in its CIP Respondents' responsibilities for community involvement activities. All community involvement activities conducted by Respondents at EPA's request are subject to EPA's oversight. Upon EPA's request, Respondents shall establish a community information repository at or near the Site to house one copy of the administrative record.

- (c) **Logistics and Presentation Support:** Respondents shall assist EPA in selecting and reserving meeting space for EPA to hold community meetings, and with the logistics for such events. This requirement includes helping to set up the seating arrangements, tables, presentation equipment, and any visual displays and then take down such arrangements after the meetings. Respondents shall also prepare presentation materials/handouts (e.g., transparencies, slides, and/or handouts) as instructed by EPA. Such materials/handouts shall be approved by EPA before distribution or use.
- (d) **Technical Support:** Respondents shall provide technical support for community relations, including community meetings. This support may include preparing technical input to news releases, briefing materials and other community relations vehicles, arranging for Site tours upon request, and helping EPA to coordinate with local agencies as requested.
- (e) **Fact Sheet Preparation Support:** Respondents shall help EPA prepare fact sheets that inform the public about activities related to the Work, schedules for the Work, field investigations, construction, measures to be taken to protect the community, provisions for responding to emergency releases and spills, any potential inconveniences such as excess traffic and noise that may affect the community during the performance of the Work, and other topics as required by EPA. EPA will determine the final content of all fact sheets related to the Work.
- (f) **Information Repository Support:** Respondents shall support EPA in maintaining the Site information repositories by providing hard and/or electronic copies of all documents related to the Work to the repositories as directed by EPA. Respondents shall periodically visit the Site repository at EPA's request to verify that Site related documents are being maintained and available for review by the public.
- (g) **Respondents' CI Coordinator.** If requested by EPA, Respondents shall, within fifteen (15) days, designate and notify EPA of Respondents' Community Involvement Coordinator (Respondents' CI Coordinator). Respondents may hire a contractor for this purpose. Respondents' notice must include the name, title, and qualifications of the Respondents' CI Coordinator. Respondents' CI Coordinator is responsible for providing support regarding EPA's community involvement

activities, including coordinating with EPA's CI Coordinator regarding responses to the public's inquiries about the Site.

3. REMEDIAL DESIGN

3.1 RD Work Plan. Respondents shall submit a Remedial Design (RD) Work Plan (RDWP) for EPA approval. The RDWP must include:

- (a) Plans for implementing all RD activities identified in this SOW, in the RDWP, or required by EPA to be conducted to develop the RD;
- (b) A description of the overall management strategy for performing the RD, including a proposal for phasing of design and construction, if applicable;
- (c) A description of the proposed general approach to contracting, construction, operation, maintenance, and monitoring of the Remedial Action (RA) as necessary to implement the Work;
- (d) A description of the responsibility and authority of all organizations and key personnel involved with the development of the RD;
- (e) Descriptions of any areas requiring clarification and/or anticipated problems (e.g., data gaps);
- (f) Description of any proposed pre-design investigation;
- (g) Description of any proposed treatability study or pilot study;
- (h) Descriptions of any applicable permitting requirements and other regulatory requirements;
- (i) Description of plans for obtaining access in connection with the Work, such as property acquisition, property leases, and/or easements; and
- (j) The following supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Health and Safety Plan; Emergency Response Plan; Field Sampling Plan; and Quality Assurance Project Plan.

3.2 Respondents shall meet regularly with EPA to discuss design issues as necessary, as directed or determined by EPA.

3.3 Pre-Design Investigation. The purpose of the Pre-Design Investigation (PDI) is to address data gaps by conducting additional field investigations.

- (a) **PDI Work Plan.** Respondents shall submit a PDI Work Plan (PDIWP) for EPA approval. The PDIWP must include:
 - (1) An evaluation and summary of existing data and description of data gaps;

- (2) A sampling plan including media to be sampled, contaminants or parameters for which sampling will be conducted, location (areal extent and depths), and number of samples; and
 - (3) Cross references to quality assurance/quality control (QA/QC) requirements set forth in the Quality Assurance Project Plan (QAPP) as described in ¶ 6.6(d).
- (b) Following the PDI, Respondents shall submit a PDI Evaluation Report. This report must include:
 - (1) Summary of the investigations performed;
 - (2) Summary of investigation results;
 - (3) Summary of validated data (i.e., tables and graphics);
 - (4) Data validation reports and laboratory data reports;
 - (5) Narrative interpretation of data and results;
 - (6) Results of statistical and modeling analyses;
 - (7) Photographs documenting the work conducted; and
 - (8) Conclusions and recommendations for RD, including design parameters and criteria.
- (c) EPA may require Respondents to supplement the PDI Evaluation Report and/or to perform additional pre-design studies.

3.4 Pilot Study

- (a) Respondents shall perform a Pilot Study (PS) for the purpose of finalizing the reagents and mixing methodology planned for treating light non-aqueous phase liquid (LNAPL) and sludge and/or reworked soil/waste. Field studies utilizing techniques to identify areas with hydrocarbons present above residual saturation can provide data for the placement of LNAPL recovery wells and for the limits of solidification. A pilot test for solidification technology could be implemented to determine the ratio of the reagent components and sludge that would best meet an unconfined compressive strength (UCS) performance criterion and to evaluate the mixing approach.
- (b) Respondents shall submit a PS Work Plan (PSWP) for EPA approval. Respondents shall prepare the PSWP in accordance with EPA's *Guide for Conducting Treatability Studies under CERCLA, Final* (Oct. 1992), as supplemented for RD by the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995).

- (c) Following completion of the PS, Respondents shall submit a PS Evaluation Report for EPA comment.
- (d) EPA may require Respondents to supplement the PS Evaluation Report and/or to perform additional treatability studies.

3.5 Preliminary (30%) RD. Respondents shall submit a Preliminary (30%) RD for EPA's comment. The Preliminary RD must include:

- (a) A design criteria report, as described in the *Remedial Design/Remedial Action Handbook*, EPA 540/R-95/059 (June 1995);
- (b) Preliminary drawings and specifications;
- (c) Descriptions of permit requirements, if applicable;
- (d) Preliminary Operation and Maintenance (O&M) Plan and O&M Manual;
- (e) A description of how the RA will be implemented in a manner that minimizes environmental impacts in accordance with EPA's *Principles for Greener Cleanups* (Aug. 2009);
- (f) A description of monitoring and control measures to protect human health and the environment, such as air monitoring and dust suppression, during the RA; and
- (g) Updates of all supporting deliverables required to accompany the RDWP and the following additional supporting deliverables described in ¶ 6.6 (Supporting Deliverables): Field Sampling Plan; Quality Assurance Project Plan; Site Wide Monitoring Plan; Construction Quality Assurance/Quality Control Plan; Transportation and Off-Site Disposal Plan; O&M Plan; O&M Manual; and Institutional Controls Implementation and Assurance Plan.

3.6 Intermediate (60%) RD. Respondents shall submit the Intermediate (60%) RD for EPA's comment. The Intermediate RD must: (a) be a continuation and expansion of the Preliminary RD; (b) address EPA's comments regarding the Preliminary RD; and (c) include the same elements as are required for the Preliminary (30%) RD.

3.7 Pre-Final (95%) RD. Respondents shall submit the Pre-final (95%) RD for EPA's comment. The Pre-final RD must be a continuation and expansion of the previous design submittal and must address EPA's comments regarding the Intermediate RD. The Pre-final RD will serve as the approved Final (100%) RD if EPA approves the Pre-final RD without comments. The Pre-final RD must include:

- (a) A complete set of construction drawings and specifications that are: (1) certified by a registered professional engineer; (2) suitable for procurement; and (3) follow the Construction Specifications Institute's MasterFormat 2020 Edition;

- (b) A survey and engineering drawings showing existing Site features, such as elements, property borders, easements, and Site conditions;
- (c) Pre-Final versions of the same elements and deliverables as are required for the Preliminary/Intermediate RD;
- (d) A specification for photographic documentation of the RA; and
- (e) Updates of all supporting deliverables required to accompany the Preliminary (30%) RD.

3.8 Final (100%) RD. Respondents shall submit the Final (100%) RD for EPA approval. The Final RD must address EPA's comments on the Pre-final RD and must include final versions of all Pre-final RD deliverables.

3.9 Emergency Response and Reporting

- (a) **Emergency Response and Reporting.** If any event occurs during performance of the Work that causes or threatens to cause a release of Waste Material on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Respondents shall: (1) immediately take all appropriate action to prevent, abate, or minimize such release or threat of release; (2) immediately notify the authorized EPA officer (as specified in ¶ 3.8) orally; and (3) take such actions in consultation with the authorized EPA officer and in accordance with all applicable provisions of the Health and Safety Plan, the Emergency Response Plan, and any other deliverable approved by EPA under the SOW.
- (b) **Release Reporting.** Upon the occurrence of any event during performance of the Work that Respondents are required to report pursuant to Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004, Respondents shall immediately notify the authorized EPA officer orally.
- (c) The "authorized EPA officer" for purposes of immediate oral notifications and consultations under ¶ 3.9(a) and ¶ 3.9(b) is the EPA Project Coordinator, the EPA Alternate Project Coordinator (if the EPA Project Coordinator is unavailable), or the EPA [Emergency Response Unit], Region __ (if neither EPA Project Coordinator is available).
- (d) For any event covered by ¶ 3.9(a) and ¶ 3.9(b), Respondents shall: (1) within [14] days after the onset of such event, submit a report to EPA describing the actions or events that occurred and the measures taken, and to be taken, in response thereto; and (2) within 30 days after the conclusion of such event, submit a report to EPA describing all actions taken in response to such event.
- (e) The reporting requirements under ¶ 3.9. are in addition to the reporting required by CERCLA § 103 or EPCRA § 304

3.10 Off-Site Shipments

- (a) Respondents may ship hazardous substances, pollutants, and contaminants from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents will be deemed to be in compliance with CERCLA § 121(d)(3) and 40 C.F.R. § 300.440 regarding a shipment if Respondents obtain a prior determination from EPA that the proposed receiving facility for such shipment is acceptable under the criteria of 40 C.F.R. § 300.440(b).
- (b) Respondents may ship Waste Material from the Site to an out-of-state waste management facility only if, prior to any shipment, they provide notice to the appropriate state environmental official in the receiving facility's state and to the EPA Project Coordinator. This notice requirement will not apply to any off-Site shipments when the total quantity of all such shipments does not exceed 10 cubic yards. The notice must include the following information, if available: (1) the name and location of the receiving facility; (2) the type and quantity of Waste Material to be shipped; (3) the schedule for the shipment; and (4) the method of transportation. Respondents also shall notify the state environmental official referenced above and the EPA Project Coordinator of any major changes in the shipment plan, such as a decision to ship the Waste Material to a different out-of-state facility. Respondents shall provide the notice as soon as practicable after the award of the contract and before the Waste Material is shipped.
- (c) Respondents may ship Investigation Derived Waste (IDW) from the Site to an off-Site facility only if they comply with Section 121(d)(3) of CERCLA, 42 U.S.C. § 9621(d)(3), 40 C.F.R. § 300.440, *EPA's Guide to Management of Investigation Derived Waste*, OSWER 9345.3-03FS (Jan. 1992), and any IDW-specific requirements contained in the ROD. Wastes shipped off-Site to a laboratory for characterization, and RCRA hazardous wastes that meet the requirements for an exemption from RCRA under 40 CFR § 261.4(e) shipped off-site for treatability studies, are not subject to 40 C.F.R. § 300.440.

3.11 Notice of Work Completion

- (a) When EPA determines, after EPA's review of the Final 100% RD under ¶ 3.8! (Final (100%) RD), that all Work has been fully performed in accordance with this Settlement, with the exception of any continuing obligations as provided in ¶ 3.11(c), EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RD Work Plan if appropriate in order to correct such deficiencies.
- (b) Respondents shall implement the modified and approved RD Work Plan and shall submit a modified Final 100% Report for EPA approval in accordance with the EPA notice. If approved, EPA will issue the Notice of Work Completion.

- (c) Issuance of the Notice of Work Completion does not affect the following continuing obligations: (1) obligations under Sections [VIII] (Property Requirements), (2) [IX] (Access to Information), and [X] (Record Retention of the Settlement, and (3) reimbursement of EPA's Future Response Costs under Section [XII] (Payment of Response Costs) of the Settlement.

4. GENERAL REQUIREMENTS

- 4.1 **Safety Equipment:** Respondents shall provide personal protective equipment needed for EPA personnel and any oversight officials to perform their oversight duties, as needed.
- 4.2 **Communication:** The Respondents' Project Coordinator shall communicate and hold at least weekly meetings with the EPA Project Coordinator, either in face-to-face meetings, through conference calls, or through electronic mail, unless otherwise agreed to in writing. The Respondents Project Coordinator shall invite the TCEQ Project Coordinator to participate in those weekly meetings or calls with EPA and shall copy the TCEQ Project Coordinator on all emails to EPA regarding weekly meetings. The Respondent's Project Coordinator shall document all decisions that are made in those meetings and conversations and forward this documentation, which may be in the form of an email, to EPA and TCEQ within five working days of the meeting or conversation.
- 4.3 **Attendance at Meetings:** Respondents shall attend periodic project meetings as requested by EPA, unless otherwise agreed to in writing or through e-mail. Such meetings and events shall be attended by at least one representative of EPA, EPA's Oversight Contractor (as needed), and TCEQ. Respondents shall coordinate all meetings, site visits, and conference call meetings with the EPA and TCEQ Project Coordinators (or designees). Respondents shall also attend all Work-related meetings at the Site with EPA, unless otherwise agreed in writing or through e-mail. Respondents shall provide documentation of all final decisions made at each meeting to EPA within five (5) working days following the meeting. Respondents shall invite EPA and TCEQ to each project meeting it holds with its contractors and subcontractors in the field.

5. REPORTING

- 5.1 **Progress Reports.** Respondents shall submit progress reports to EPA on a monthly basis, or as otherwise requested by EPA, from the date of receipt of EPA's approval of the RD Work Plan until issuance of the Notice of Work Completion pursuant to ¶ 3.11, unless otherwise directed in writing by EPA's Project Coordinator. The reports must cover all activities that took place during the prior reporting period, including:
 - (a) The actions that have been taken toward achieving compliance with the Settlement;
 - (b) A summary of all results of sampling, tests, and all other data received or generated by Respondents;
 - (c) A description of all deliverables that Respondents submitted to EPA;

- (d) A description of all activities scheduled for the next six weeks;
- (e) Information regarding percentage of completion, unresolved delays encountered or anticipated that may affect the future schedule for implementation of the Work, and a description of efforts made to mitigate those delays or anticipated delays;
- (f) A description of any modifications to the work plans or other schedules that Respondents have proposed or that have been approved by EPA; and
- (g) A description of all activities undertaken in support of the Community Involvement Plan (CIP) during the reporting period and those to be undertaken in the next six weeks.

5.2 Notice of Progress Report Schedule Changes. If the schedule for any activity described in the Progress Reports, including activities required to be described under ¶ 5.1(d), changes, Respondents shall notify EPA of such change at least 7 days before performance of the activity.

6. DELIVERABLES

6.1 Applicability. Respondents shall submit deliverables for EPA approval or for EPA comment as specified in the SOW. If neither is specified, the deliverable does not require EPA's approval or comment. Paragraphs 6.2 (In Writing) through 6.4 (Technical Specifications) apply to all deliverables. Paragraph 6.5 (Approval of Deliverables) applies to any deliverable that is required to be submitted for EPA approval.

6.2 In Writing. All deliverables under this SOW must be in writing unless otherwise specified.

6.3 General Requirements for Deliverables.

- (a) Except as otherwise provided in this Order, Respondents shall direct all deliverables required by this Order to Laura Stankosky, Remedial Project Manager for the Site at 1201 Elm Street, Dallas, Texas 75202, stankosky.laura@epa.gov.
- (b) All deliverables provided to the State in accordance with ¶ 8 (State Participation) shall be directed to [_____]
- (c) All deliverables must be submitted by the deadlines in the RD Schedule or RA Schedule, as applicable. Respondents shall submit all deliverables to EPA in electronic form. Technical specifications for sampling and monitoring data and spatial data are addressed in ¶ 6.4. All other deliverables shall be submitted to EPA in the electronic form in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats as specified by the EPA Project Coordinator. All Excel spreadsheets submitted shall include all underlying formulas and calculations. If any deliverable includes maps, drawings, or other exhibits that are larger than

8.5" by 11", Respondents shall also provide EPA with paper copies of such exhibits.

6.4 Technical Specifications

- (a) Sampling and monitoring data should be submitted in both PDF (portable document format) and, upon request, in its original MS Office format (e.g., Word, Excel, Project, etc.) or in native or raw data formats. All Excel spreadsheets submitted shall include all underlying formulas and calculations.
- (b) Spatial data, including spatially-referenced data and geospatial data, should be submitted: (1) in the ESRI File Geodatabase format; and (2) as unprojected geographic coordinates in decimal degree format using North American Datum 1983 (NAD83) or World Geodetic System 1984 (WGS84) as the datum. If applicable, submissions should include the collection method(s). Projected coordinates may optionally be included but must be documented. Spatial data should be accompanied by metadata, and such metadata should be compliant with the Federal Geographic Data Committee (FGDC) Content Standard for Digital Geospatial Metadata and its EPA profile, the EPA Geospatial Metadata Technical Specification. An add-on metadata editor for ESRI software, the EPA Metadata Editor (EME), complies with these FGDC and EPA metadata requirements and is available at <https://www.epa.gov/geospatial/epa-metadata-editor>.
- (c) Each file must include an attribute name for each site unit or sub-unit submitted. Consult <https://www.epa.gov/geospatial/geospatial-policies-and-standards> for any further available guidance on attribute identification and naming.
- (d) Spatial data submitted by Respondents does not, and is not intended to, define the boundaries of the Site.

6.5 Approval of Deliverables

(a) Initial Submissions

- (1) After review of any deliverable that is required to be submitted for EPA approval under the CD or the SOW, EPA shall: (i) approve, in whole or in part, the submission; (ii) approve the submission upon specified conditions; (iii) disapprove, in whole or in part, the submission; or (iv) any combination of the foregoing.
- (2) EPA also may modify the initial submission to cure deficiencies in the submission if: (i) EPA determines that disapproving the submission and awaiting a resubmission would cause substantial disruption to the Work; or (ii) previous submission(s) have been disapproved due to material defects and the deficiencies in the initial submission under consideration indicate a bad faith lack of effort to submit an acceptable deliverable.

- (b) **Resubmissions.** Upon receipt of a notice of disapproval under ¶ 6.5(a) (Initial Submissions), or if required by a notice of approval upon specified conditions under ¶ 6.5(a), Respondents shall, within fourteen (14) days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the deliverable for approval. After review of the resubmitted deliverable, EPA may: (1) approve, in whole or in part, the resubmission; (2) approve the resubmission upon specified conditions; (3) modify the resubmission; (4) disapprove, in whole or in part, the resubmission, requiring Respondents to correct the deficiencies; or (5) any combination of the foregoing.
- (c) **Implementation.** Upon approval, approval upon conditions, or modification by EPA under ¶ 6.5(a) (Initial Submissions) or ¶ 6.5(b) (Resubmissions), of any deliverable, or any portion thereof: (1) such deliverable, or portion thereof, will be incorporated into and enforceable under the CD; and (2) Respondents shall take any action required by such deliverable, or portion thereof. The implementation of any non-deficient portion of a deliverable submitted or resubmitted under ¶ 6.5(a) or ¶ 6.5(b) does not relieve Respondents of any liability for stipulated penalties under Section [XV] (Stipulated Penalties) of the Settlement.

6.6 Supporting Deliverables. Respondents shall submit each of the following supporting deliverables for EPA approval, except as specifically provided. Respondents shall develop the deliverables in accordance with all applicable regulations, guidances, and policies (see Section 9 (References)). Respondents shall update each of these supporting deliverables as necessary or appropriate during the course of the Work, and/or as requested by EPA.

- (a) **Health and Safety Plan.** The Health and Safety Plan (HASP) describes all activities to be performed to protect on site personnel and area residents from physical, chemical, and all other hazards posed by the Work. Respondents shall develop the HASP in accordance with EPA's Emergency Responder Health and Safety and Occupational Safety and Health Administration (OSHA) requirements under 29 C.F.R. §§ 1910 and 1926. The HASP should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. The HASP required by this RD SOW should cover RD activities and should be, as appropriate, updated to cover activities during the RA and updated to cover activities after RA completion. (Updates may be needed for RA activities and after RA completion.) EPA does not approve the HASP, but will review it to ensure that all necessary elements are included and that the plan provides for the protection of human health and the environment.
- (b) **Emergency Response Plan.** The Emergency Response Plan (ERP) must describe procedures to be used in the event of an accident or emergency at the Site (for example, power outages, water impoundment failure, treatment plant failure, slope failure, etc.). The ERP must include:

- (1) Name of the person or entity responsible for responding in the event of an emergency incident;
 - (2) Plan and date(s) for meeting(s) with the local community, including local, State, and federal agencies involved in the cleanup, as well as local emergency squads and hospitals;
 - (3) Spill Prevention, Control, and Countermeasures (SPCC) Plan, consistent with the regulations under 40 C.F.R. Part 112, describing measures to prevent, and contingency plans for, spills and discharges;
 - (4) Notification activities in accordance with ¶ 3.9(b) (Release Reporting) in the event of a release of hazardous substances requiring reporting under Section 103 of CERCLA, 42 U.S.C. § 9603, or Section 304 of the Emergency Planning and Community Right-to-know Act (EPCRA), 42 U.S.C. § 11004; and
 - (5) A description of all necessary actions to ensure compliance with Paragraph [11] (Emergencies and Releases) of the CD in the event of an occurrence during the performance of the Work that causes or threatens a release of Waste Material from the Site that constitutes an emergency or may present an immediate threat to public health or welfare or the environment.
- (c) **Field Sampling Plan.** The Field Sampling Plan (FSP) addresses all sample collection activities. The FSP shall include sampling objectives, sampling media, sampling locations, depths and frequency; sampling equipment and procedures; sample handling, analytical methods, analytical parameters and constituents; and a breakdown of samples to be analyzed through Contract Laboratory Program (CLP) and other sources, as well as the justification for those decisions. The FSP shall include tables of geographical coordinates and the appropriate maps showing locations of previous sampling locations and proposed sampling locations. The FSP must be written so that a field sampling team unfamiliar with the project would be able to gather the samples and field information required. Respondents shall develop the FSP in accordance with *Guidance for Conducting Remedial Investigations and Feasibility Studies*, EPA/540/G 89/004 (Oct. 1988).
- (d) **Quality Assurance Project Plan.** The Quality Assurance Project Plan (QAPP) augments the FSP and addresses sample analysis and data handling regarding the Work. The QAPP must include a detailed explanation of Respondents' quality assurance, quality control, and chain of custody procedures for all treatability, design, compliance, and monitoring samples. Respondents shall develop the QAPP in accordance with *EPA Requirements for Quality Assurance Project Plans*, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006); *Guidance for Quality Assurance Project Plans*, QA/G-5, EPA/240/R 02/009 (Dec. 2002); and *Uniform Federal Policy for Quality Assurance Project Plans*, Parts 1-3,

EPA/505/B-04/900A through 900C (Mar. 2005). The QAPP also must include procedures:

- (1) To ensure that EPA and the State and its authorized representative have reasonable access to laboratories used by Respondents in implementing the CD (Respondents' Labs);
 - (2) To ensure that Respondents' Labs analyze all samples submitted by EPA pursuant to the QAPP for quality assurance monitoring;
 - (3) To ensure that Respondents' Labs perform all analyses using EPA-accepted methods (i.e., the methods documented in *USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration)*, SOM02.4 (Oct. 2016); and *USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration)*, ISM02.4 (Oct. 2016)) or other methods acceptable to EPA;
 - (4) To ensure that Respondents' Labs participate in an EPA-accepted QA/QC program or other program QA/QC acceptable to EPA;
 - (5) For Respondents to provide EPA and the State with notice at least twenty eight (28) days prior to any sample collection activity;
 - (6) For Respondents to provide split samples and/or duplicate samples to EPA and the State upon request;
 - (7) For EPA and the State to take any additional samples that they deem necessary;
 - (8) For EPA and the State to provide to Respondents, upon request, split samples and/or duplicate samples in connection with EPA's and the State's oversight sampling; and
 - (9) For Respondents to submit to EPA and the State all sampling and tests results and other data in connection with the implementation of the CD.
- (e) **Data Management Plan:** Respondents shall prepare a Data Management Plan that outlines the procedures for storing, handling, accessing, retaining and securing data collected during the Work. Respondents shall consistently document the quality and validity of field and laboratory data compiled during the Work. Respondents shall supply all data to EPA in ArcView® format or other electronic format as directed by the RPM in accordance with the Data Management Plan. All Geographic Information System (GIS) data sets will be in a Universal Transverse Mercator (UTM) or State Plane coordinate system.
- (f) **Site Wide Monitoring Plan.** The purpose of the Site Wide Monitoring Plan (SWMP) is to obtain baseline information regarding the extent of contamination

in affected media at the Site; to obtain information, through short- and long- term monitoring, about the movement of and changes in contamination throughout the Site, before and during implementation of the RA; to obtain information regarding contamination levels to determine whether Performance Standards (PS) are achieved; and to obtain information to determine whether to perform additional actions, including further Site monitoring. The SWMP must include:

- (1) Description of the environmental media to be monitored;
 - (2) Description of the data collection parameters, including existing and proposed monitoring devices and locations, schedule and frequency of monitoring, analytical parameters to be monitored, and analytical methods employed;
 - (3) Description of how performance data will be analyzed, interpreted, and reported, and/or other Site-related requirements;
 - (4) Description of verification sampling procedures;
 - (5) Description of deliverables that will be generated in connection with monitoring, including sampling schedules, laboratory records, monitoring reports, and monthly and annual reports to EPA and State agencies; and
 - (6) Description of proposed additional monitoring and data collection actions (such as increases in frequency of monitoring, and/or installation of additional monitoring devices in the affected areas) in the event that results from monitoring devices indicate changed conditions (such as higher than expected concentrations of the contaminants of concern or groundwater contaminant plume movement).
- (g) **Construction Quality Assurance/Quality Control Plan (CQA/QCP).** The purpose of the Construction Quality Assurance Plan (CQAP) is to describe planned and systemic activities that provide confidence that the RA construction will satisfy all plans, specifications, and related requirements, including quality objectives. The purpose of the Construction Quality Control Plan (CQCP) is to describe the activities to verify that RA construction has satisfied all plans, specifications, and related requirements, including quality objectives. The CQA/QCP must:
- (1) Identify, and describe the responsibilities of, the organizations and personnel implementing the CQA/QCP;
 - (2) Describe the PS required to be met to achieve Completion of the RA;
 - (3) Describe the activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;

- (4) Describe verification activities, such as inspections, sampling, testing, monitoring, and production controls, under the CQA/QCP;
 - (5) Describe industry standards and technical specifications used in implementing the CQA/QCP;
 - (6) Describe procedures for tracking construction deficiencies from identification through corrective action;
 - (7) Describe procedures for documenting all CQA/QCP activities; and
 - (8) Describe procedures for retention of documents and for final storage of documents.
- (h) **O&M Plan.** The O&M Plan describes the requirements for inspecting, operating, and maintaining the RA. Respondents shall develop the O&M Plan in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017). The O&M Plan must include the following additional requirements:
- (1) Description of PS required to be met to implement the ROD;
 - (2) Description of activities to be performed: (i) to provide confidence that PS will be met; and (ii) to determine whether PS have been met;
 - (3) **O&M Reporting.** Description of records and reports that will be generated during O&M, such as daily operating logs, laboratory records, records of operating costs, reports regarding emergencies, personnel and maintenance records, monitoring reports, and monthly and annual reports to EPA and State agencies;
 - (4) Description of corrective action in case of systems failure, including: (i) alternative procedures to prevent the release or threatened release of Waste Material which may endanger public health and the environment or may cause a failure to achieve PS; (ii) analysis of vulnerability and additional resource requirements should a failure occur; (iii) notification and reporting requirements should O&M systems fail or be in danger of imminent failure; and (iv) community notification requirements; and
 - (5) Description of corrective action to be implemented in the event that PS are not achieved; and a schedule for implementing these corrective actions.
- (i) **O&M Manual.** The O&M Manual serves as a guide to the purpose and function of the equipment and systems that make up the remedy. Respondents shall develop the O&M Manual in accordance with *Guidance for Management of Superfund Remedies in Post Construction*, OLEM 9200.3-105 (Feb. 2017).

- (j) **Institutional Controls Implementation and Assurance Plan.** The Institutional Controls Implementation and Assurance Plan (ICIAP) describes plans to implement, maintain, and enforce the Institutional Controls (ICs) at the Site. Respondents shall develop the ICIAP in accordance with *Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites*, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012), and *Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites*, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012). The ICIAP must include the following additional requirements:
- (1) Locations of recorded real property interests (e.g., easements, liens) and resource interests in the property that may affect ICs (e.g., surface, mineral, and water rights) including accurate mapping and geographic information system (GIS) coordinates of such interests; and
 - (2) Legal descriptions and survey maps that are prepared according to current American Land Title Association (ALTA) and Texas Land Title Association (TLTA) survey guidelines and certified by a licensed surveyor.

7. SCHEDULES

7.1 Applicability and Revisions. All deliverables and tasks required under this SOW must be submitted or completed by the deadlines or within the time durations listed in the RD and RA Schedules set forth below. Respondents may submit proposed revised RD Schedules or RA Schedules for EPA approval. Upon EPA's approval, the revised RD and/or RA Schedules supersede the RD and RA Schedules set forth below, and any previously-approved RD and/or RA Schedules.

7.2 General Requirements Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	Notification of Project Coordinator Designation		Within twenty (20) days after the Effective Date of the Settlement
2	Notification of Names and Qualifications of Supervising Contractor(s)		Within ten (10) days after the Effective Date of the Settlement
3	Weekly Communication Report	5.3	Within five (5) business days from meeting/conversation
4	Monthly Progress Report	6.1	Beginning on the 10th day in the month following the Effective Date of the Consent Decree and ending with the month following EPA approval of the RA Construction Completion
5	Meeting Decisions	5.4	5 working days following meeting
6	General Project Schedule	8.2	120 days after Effective Date

7.3 RD Schedule

	Description of Deliverable, Task	¶ Ref.	Deadline
1	RDWP	3.1	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
2	PDIWP	3.3(a)	Thirty (30) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
3	PSWP	3.4(b)	Sixty (60) days after EPA's Authorization to Proceed regarding Supervising Contractor under Settlement ¶ 9.c
4	Preliminary (30%) RD	3.5, 3.3(a)	One hundred twenty (120) days after EPA approval of Final RDWP
5	Intermediate (60%) RD	3.6	Thirty (30) days after EPA comments on Preliminary RD
6	Pre-final (90/95%) RD	3.7	Thirty (30) days after EPA comments on Intermediate RD
7	Final (100%) RD	3.8	Fifteen (15) days after EPA comments on Pre-final RD

8. STATE PARTICIPATION

8.1 Copies. Respondents shall, at any time they send a deliverable to EPA, send a copy of such deliverable to the State. EPA shall, at any time it sends a notice, authorization, approval, disapproval, or certification to Respondents, send a copy of such document to the State.

8.2 Review and Comment. The State will have a reasonable opportunity for review and comment prior to:

- (a) Any EPA approval or disapproval under ¶ 6.5 (Approval of Deliverables) of any deliverables that are required to be submitted for EPA approval; and
- (a) any disapproval of, or Notice of Work Completion under, ¶ 3.11 (Notice of Work Completion).

9. REFERENCES

9.1 The following regulations and guidance documents, among others, apply to the Work. Any item for which a specific URL is not provided below is available on one of the two EPA webpages listed in ¶ 9.2:

- (a) A Compendium of Superfund Field Operations Methods, OSWER 9355.0-14, EPA/540/P-87/001a (Aug. 1987).
- (b) CERCLA Compliance with Other Laws Manual, Part I: Interim Final, OSWER 9234.1-01, EPA/540/G-89/006 (Aug. 1988).
- (c) Guidance for Conducting Remedial Investigations and Feasibility Studies, OSWER 9355.3-01, EPA/540/G-89/004 (Oct. 1988).
- (d) CERCLA Compliance with Other Laws Manual, Part II, OSWER 9234.1-02, EPA/540/G-89/009 (Aug. 1989).
- (e) Guidance on EPA Oversight of Remedial Designs and Remedial Actions Performed by Potentially Responsible Parties, OSWER 9355.5-01, EPA/540/G-90/001 (Apr. 1990).
- (f) Guidance on Expediting Remedial Design and Remedial Actions, OSWER 9355.5-02, EPA/540/G-90/006 (Aug. 1990).
- (g) Guide to Management of Investigation-Derived Wastes, OSWER 9345.3-03FS (Jan. 1992).
- (h) Permits and Permit Equivalency Processes for CERCLA On-Site Response Actions, OSWER 9355.7-03 (Feb. 1992).
- (i) Guidance for Conducting Treatability Studies under CERCLA, OSWER 9380.3-10, EPA/540/R-92/071A (Nov. 1992).
- (j) National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule, 40 C.F.R. Part 300 (Oct. 1994).
- (k) Guidance for Scoping the Remedial Design, OSWER 9355.0-43, EPA/540/R-95/025 (Mar. 1995).

- (l) Remedial Design/Remedial Action Handbook, OSWER 9355.0-04B, EPA/540/R-95/059 (June 1995).
- (m) EPA Guidance for Data Quality Assessment, Practical Methods for Data Analysis, QA/G-9, EPA/600/R-96/084 (July 2000).
- (n) Comprehensive Five-year Review Guidance, OSWER 9355.7-03B-P, 540-R-01-007 (June 2001).
- (o) Guidance for Quality Assurance Project Plans, QA/G-5, EPA/240/R-02/009 (Dec. 2002).
- (p) Institutional Controls: Third Party Beneficiary Rights in Proprietary Controls (Apr. 2004).
- (q) Uniform Federal Policy for Quality Assurance Project Plans, Parts 1-3, EPA/505/B-04/900A through 900C (Mar. 2005).
- (r) EPA National Geospatial Data Policy, CIO Policy Transmittal 05-002 (Aug. 2005), <https://www.epa.gov/geospatial/epa-national-geospatial-data-policy>.
- (s) EPA Guidance on Systematic Planning Using the Data Quality Objectives Process, QA/G-4, EPA/240/B-06/001 (Feb. 2006).
- (t) EPA Requirements for Quality Assurance Project Plans, QA/R-5, EPA/240/B-01/003 (Mar. 2001, reissued May 2006).
- (u) EPA Requirements for Quality Management Plans, QA/R-2, EPA/240/B-01/002 (Mar. 2001, reissued May 2006).
- (v) Summary of Key Existing EPA CERCLA Policies for Groundwater Restoration, OSWER 9283.1-33 (June 2009).
- (w) Principles for Greener Cleanups (Aug. 2009), <https://www.epa.gov/greenercleanups/epa-principles-greener-cleanups>.
- (x) **[If Technical Assistance Plan provided for in SOW: Providing Communities with Opportunities for Independent Technical Assistance in Superfund Settlements, Interim (Sep. 2009).]**
- (y) Close Out Procedures for National Priorities List Sites, OSWER 9320.2-22 (May 2011).
- (z) Groundwater Road Map: Recommended Process for Restoring Contaminated Groundwater at Superfund Sites, OSWER 9283.1-34 (July 2011).
- (aa) Recommended Evaluation of Institutional Controls: Supplement to the “Comprehensive Five-Year Review Guidance,” OSWER 9355.7-18 (Sep. 2011).

- (bb) Construction Specifications Institute's MasterFormat 2016 edition, available from <https://www.csiresources.org/home>.
- (cc) Updated Superfund Response and Settlement Approach for Sites Using the Superfund Alternative Approach, OSWER 9200.2-125 (Sep. 2012)
- (dd) Institutional Controls: A Guide to Planning, Implementing, Maintaining, and Enforcing Institutional Controls at Contaminated Sites, OSWER 9355.0-89, EPA/540/R-09/001 (Dec. 2012).
- (ee) Institutional Controls: A Guide to Preparing Institutional Controls Implementation and Assurance Plans at Contaminated Sites, OSWER 9200.0-77, EPA/540/R-09/02 (Dec. 2012).
- (ff) EPA's Emergency Responder Health and Safety Manual, OSWER 9285.3-12 (July 2005 and updates), https://www.epaossc.org/_HealthSafetyManual/manual-index.htm.
- (gg) Broader Application of Remedial Design and Remedial Action Pilot Project Lessons Learned, OSWER 9200.2-129 (Feb. 2013).
- (hh) Guidance for Evaluating Completion of Groundwater Restoration Remedial Actions, OSWER 9355.0-129 (Nov. 2013).
- (ii) Quality management systems for environmental information and technology programs -- Requirements with guidance for use, ASQ/ANSI E4:2014 (American Society for Quality, February 2014).
- (jj) Groundwater Remedy Completion Strategy: Moving Forward with the End in Mind, OSWER 9200.2-144 (May 2014).
- (kk) Superfund Community Involvement Handbook, OSRTI, SEMS 100000070, (Jan. 2016), <https://semspub.epa.gov/work/HQ/100000070.pdf>. More information on Superfund community involvement is available on the Agency's Superfund Community Involvement Tools and Resources webpage at <https://www.epa.gov/superfund/superfund-community-involvement-tools-and-resources>.
- (ll) USEPA Contract Laboratory Program Statement of Work for Organic Superfund Methods (Multi-Media, Multi-Concentration), SOM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-organic-superfund-methods-multi-media-multi-1>.
- (mm) USEPA Contract Laboratory Program Statement of Work for Inorganic Superfund Methods (Multi-Media, Multi-Concentration), ISM02.4 (Oct. 2016), <https://www.epa.gov/clp/epa-contract-laboratory-program-statement-work-inorganic-superfund-methods-multi-media-multi-1>.

(nn) Guidance for Management of Superfund Remedies in Post Construction, OLEM 9200.3-105 (Feb. 2017), <https://www.epa.gov/superfund/superfund-post-construction-completion>.

9.2 A more complete list may be found on the following EPA webpages:

Laws, Policy, and Guidance: <https://www.epa.gov/superfund/superfund-policy-guidance-and-laws>

Test Methods Collections: <https://www.epa.gov/measurements/collection-methods>

9.3 For any regulation or guidance referenced in the CD or SOW, the reference will be read to include any subsequent modification, amendment, or replacement of such regulation or guidance. Such modifications, amendments, or replacements apply to the Work only after Respondents receive notification from EPA of the modification, amendment, or replacement.

Enclosure C

SCORPIOS Report – Unreconciled Cost Summary

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

Reconciliation Pending
Itemized Cost Summary

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

REGIONAL PAYROLL COSTS	\$417,788.06
HEADQUARTERS PAYROLL COSTS	\$99.20
REGIONAL TRAVEL COSTS	\$20,080.41
HEADQUARTERS TRAVEL COSTS	\$100.09
ENFORCEMENT SUPPORT SERVICES (ESS)	
TECHLAW, INC. (68-W0-0083)	\$3,000.60
SCIENCE APPLICATIONS INTERNATIONAL CORPORATION (68-W0-0091) ...	\$577.68
ARS ALEUNT REMEDIATION, LLC (EPS51701)	\$38,111.54
GRB ENVIRONMENTAL SERVICES, INC. (EPW05013)	\$25,311.19
TOEROEK ASSOCIATES, INC. (EPW10011)	\$58,470.26
ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)	
ALION SCIENCE & TECHNOLOGY (EPW06030)	\$82,370.31
RECORDS MANAGEMENT/ DOCUMENT CONTROL	
SCIENCE APPLICATION INT'L CORP. (EPR60801)	\$1,019.94
RESPONSE ACTION CONTRACT SERVICES (RAC2)	
CH2M HILL, INC. (EPW06021)	\$19,755.18
RESPONSE ACTION CONTRACT SERVICES (RACS)	
CH2M HILL, INC. (68-W6-0036)	\$10,951.41
EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC. (EPW06004)	\$80,000.00
SUPERFUND COOPERATIVE AGREEMENT (SCA)	
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (98616401)	\$1,503.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V01F82601)	\$1,180.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666101)	\$23,763.00

Reconciliation Pending

Itemized Cost Summary

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666102)	\$15,006.00
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (V96666103)	\$64,580.00
TECHNICAL ASSISTANCE GRANT	
COASTAL BEND BAYS FOUNDATION (197631401)	\$30,441.13
TECHNICAL SERVICES & SUPPORT	
MARASCO NEWTON GROUP, LTD. (68-W9-8105)	\$73,488.10
COMPUTER SCIENCE CORPORATION (EPW06046)	\$15,218.59
TECHNICAL SERVICES AND SUPPORT	
WESTON SOLUTIONS, INC. (EPS51702)	\$14,461.17
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$98,227.78
MISCELLANEOUS COSTS (MIS)	(\$47,481.16)
EPA INDIRECT COSTS	\$485,049.19
Total Site Costs:	\$1,533,072.67

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2003	26	4.50	208.32
		27	5.25	243.02
	2004	01	2.25	104.15
		02	12.00	572.22
		03	15.75	750.47
		04	21.25	1,012.52
		05	12.25	583.70
		06	1.00	47.98
		08	0.25	11.92
		10	21.75	1,061.81
		11	19.50	951.96
		12	8.75	427.17
		13	1.75	85.45
		16	2.00	99.64
		18	24.25	1,208.07
		19	3.25	161.93
		20	1.00	49.82
		21	5.75	286.47
		22	2.50	124.55
		23	6.25	311.38
		24	1.00	49.82
		25	0.50	24.90
		26	4.00	199.27
	2005	03	1.00	50.01
		05	0.75	37.49
		08	10.25	512.57
		09	26.00	1,343.80
		10	7.75	400.55
		11	4.75	245.52
		12	1.25	64.60
		13	1.00	51.69
		14	21.50	1,111.22
		15	1.75	90.44
		16	1.00	51.69
		18	2.25	116.29
		19	0.75	38.75

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2005	20	1.25	64.61
		24	5.00	258.42
		25	14.75	762.34
		26	6.00	318.71
		27	8.00	413.49
	2006	02	18.00	956.73
		03	5.75	305.62
		04	8.50	451.79
		06	0.50	26.57
		07	2.00	106.30
		09	2.00	109.57
		10	1.75	95.87
		11	1.50	82.17
		12	7.75	424.59
		13	1.50	82.18
		14	0.25	13.69
		15	2.00	109.57
		16	2.50	136.96
		17	6.25	342.40
		18	11.75	643.72
		19	5.50	301.33
		20	1.25	68.48
		21	4.25	238.12
		22	18.50	1,013.56
		23	0.75	41.09
		24	20.00	1,079.26
		25	13.25	729.22
		26	4.00	219.16
		27	9.25	506.79
	2007	01	24.50	1,342.27
		03	1.00	54.79
		04	9.00	493.09
		05	0.25	13.69
		06	26.75	1,465.51
		07	17.50	958.77
		08	1.50	84.14

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2007	09	1.75	97.87
		10	1.00	55.92
		11	13.50	757.18
		12	4.75	265.63
		13	1.75	98.14
		14	3.00	168.28
		15	1.00	56.09
		18	6.75	378.59
		22	0.75	42.06
		23	1.00	56.09
		25	11.75	659.01
		26	2.50	140.22
	2008	01	1.25	72.06
		02	3.25	187.36
		03	18.00	1,033.10
		04	5.25	302.64
		06	2.75	158.54
		08	0.25	14.95
		09	1.00	59.77
		11	5.00	298.84
		14	0.50	30.46
		15	2.00	119.52
		16	2.00	119.52
		17	0.50	29.89
		19	1.75	104.60
		20	2.25	134.46
	2009	21	1.25	74.67
		22	0.50	29.89
		24	0.25	14.95
		09	2.50	155.75
		14	1.00	63.97
		15	0.75	47.97
		20	1.25	79.97
		21	1.75	111.95
		22	4.25	271.87
		23	15.00	959.50

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ALDRIDGE, BARBARA	2009	24	23.75	1,519.21
		25	7.50	479.74
		26	21.25	1,359.29
		27	10.75	685.60
	2010	01	24.25	1,553.50
		02	22.25	1,423.24
		03	5.75	367.80
		04	4.50	287.85
		06	0.25	15.50
		07	1.75	111.95
		08	1.25	81.97
		09	5.00	327.86
		10	7.00	458.99
	2011	12	17.75	1,204.74
			<u>797.75</u>	<u>\$44,134.25</u>
BIRDSONG, DAVID	2005	23	6.00	239.40
	2007	06	2.00	87.06
		09	1.00	43.16
		11	1.00	44.57
		12	1.50	68.80
		13	1.00	44.02
		14	2.00	91.75
		15	2.50	114.67
		16	3.50	160.55
		18	2.00	87.68
		19	2.50	114.67
		22	3.00	132.08
		23	1.50	67.47
		24	0.50	22.94
		25	1.50	68.80
			<u>31.50</u>	<u>\$1,387.62</u>
BOLDEN, CARL	2002	16	4.00	201.39
		18	1.00	51.89
	2003	01	0.00	0.00

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BOLDEN, CARL	2003	02	5.00	259.47
		03	6.00	311.35
		04	6.00	311.35
		05	3.00	155.68
		06	1.50	77.84
		08	0.50	25.95
		09	2.00	107.19
	2005	27	2.00	121.31
	2006	07	12.00	727.82
		09	13.50	846.16
		15	1.00	62.67
		17	2.00	125.35
		18	12.50	805.90
		19	6.00	347.14
		22	8.00	515.72
		23	3.00	193.39
		24	5.00	322.32
		25	4.00	257.87
		26	4.00	257.86
		27	2.50	161.17
	2007	01	8.00	515.74
		02	4.00	257.87
		03	5.00	318.65
		04	2.50	153.44
		07	6.00	386.81
		09	2.00	132.20
		10	2.00	132.21
		11	2.50	165.25
		12	2.50	165.26
		14	3.00	198.31
		18	6.00	396.60
		22	2.00	132.21
		23	4.00	264.41
		24	3.50	231.35
		25	5.00	330.51
		26	2.00	132.21

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BOLDEN, CARL	2008	01	4.00	264.41
		02	2.50	165.25
		03	6.00	384.54
		04	2.00	125.86
		06	1.00	60.84
		08	1.00	68.53
		11	4.00	274.11
		12	2.00	137.08
		13	1.50	102.80
		15	1.50	102.80
		16	1.50	102.80
		19	2.00	140.88
		20	1.50	105.66
			<u>195.00</u>	<u>\$12,195.38</u>
BRADSHER, JAMIE	2007	18	2.00	81.84
			<u>2.00</u>	<u>\$81.84</u>
CAPUYAN, STEPHEN	2010	22	3.50	132.76
		26	8.75	331.91
	2011	09	1.00	38.24
		14	0.75	28.67
	2012	26	3.75	176.14
	2013	02	4.00	187.89
	2014	14	1.50	73.52
		15	3.75	183.83
		16	12.50	612.72
		18	5.25	257.35
	2015	05	1.50	78.66
		11	3.50	185.54
	2016	04	0.00	0.00
			<u>49.75</u>	<u>\$2,287.23</u>
CASANOVA, RAFAEL	2001	26	8.00	355.92
	2002	04	16.00	711.85
		25	14.00	653.42
		26	7.00	326.71

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2002	27	6.00	280.05
	2003	01	4.00	186.69
		02	16.00	746.76
		03	26.00	1,213.48
		04	15.00	700.09
		05	8.00	373.38
		08	15.00	700.09
		09	12.00	578.58
		10	8.00	385.72
		12	16.00	771.44
		13	3.00	144.65
		16	1.00	48.73
		17	8.00	389.77
		18	2.00	97.44
		19	16.00	779.55
		20	10.00	487.25
	2004	08	2.00	100.16
		10	1.00	51.24
		11	6.00	307.42
		17	8.00	418.58
		18	19.00	994.13
		19	51.00	2,668.46
		20	4.00	209.29
		22	4.00	209.30
	2005	25	2.00	104.66
		07	18.00	945.52
		10	4.00	217.90
		11	13.00	708.16
		12	1.50	81.72
		13	4.00	217.91
		15	2.00	108.95
		20	1.00	54.49
		25	16.50	903.88
		26	2.00	114.25
	2006	03	2.00	108.95
		10	16.00	942.77

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2006	11	7.00	394.10
		12	10.25	577.07
		13	3.00	161.08
		17	6.00	345.09
		21	7.50	476.80
		22	21.50	1,198.04
	2007	03	17.00	938.13
		07	6.75	390.28
		08	3.00	175.10
		11	2.00	114.03
		18	5.00	290.79
		23	2.50	142.54
		24	26.00	1,521.13
		25	3.00	173.12
	2008	01	0.00	0.00
		02	8.00	479.48
		03	25.25	1,488.42
		04	1.50	88.20
		06	1.00	58.54
		09	13.00	798.83
		10	16.50	920.88
		11	16.75	1,018.65
		12	22.50	1,356.00
		15	33.00	1,928.11
		16	24.50	1,505.48
		17	1.00	61.45
		19	5.00	307.23
		20	21.00	1,184.10
		21	8.00	491.57
		22	1.00	61.45
		23	19.00	1,167.52
		24	2.50	153.61
		25	1.00	61.45
	2009	04	3.00	184.34
		06	3.00	184.34
		08	10.00	639.38

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CASANOVA, RAFAEL	2009	10	1.00	63.94
		15	0.50	31.93
	2010	01	3.00	196.84
		08	11.00	738.24
		09	34.00	2,281.82
		10	0.50	33.56
		14	2.50	169.76
		17	1.00	67.12
	2011	04	2.00	134.75
		12	11.00	735.75
		22	5.00	337.66
	2012	08	2.00	135.41
		09	1.00	67.70
		10	29.00	1,963.26
		11	3.00	203.10
		17	2.00	135.39
		19	3.00	203.11
		21	22.00	1,539.83
		23	20.50	1,387.84
	2013	26	2.00	138.84
		04	1.00	69.42
		12	18.00	1,188.22
		13	2.00	138.96
		14	3.00	208.43
		15	4.00	277.89
		16	1.00	68.16
		17	7.00	477.10
		19	3.00	204.47
		20	3.00	204.96
	2014	22	1.00	69.47
		23	8.00	555.82
		10	0.00	0.00
		13	0.00	0.00
		952.00	\$54,464.39	
CHAVARRIA, GUSTAVO	2007	26	1.00	64.60

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
CHAVARRIA, GUSTAVO	2008	02	1.00	64.59
		03	3.00	193.80
			<u>5.00</u>	<u>\$322.99</u>
CHIA, SING	2010	02	1.25	87.98
		03	1.00	70.38
			<u>2.25</u>	<u>\$158.36</u>
CHRISTIAN, DORETHA	2004	23	2.25	95.55
LEMUEL, DORETHA A.	2009	09	2.25	133.84
		10	0.75	44.62
	2010	02	2.00	118.96
		04	0.75	44.60
		05	0.50	29.74
		06	3.00	178.46
	2011	04	5.75	361.87
		05	0.50	31.47
		08	1.25	70.96
		09	3.00	189.87
		12	0.75	47.47
	2012	20	5.50	358.68
		21	3.75	248.48
		24	3.25	211.94
		26	5.75	374.98
		27	2.75	179.34
	2013	01	2.50	163.03
		02	0.50	32.62
		06	2.00	130.44
		10	0.75	49.00
		11	5.00	326.73
		12	1.75	114.36
		17	4.75	304.77
			<u>61.00</u>	<u>\$3,841.78</u>
COLEMAN, SAMUEL	2008	11	1.50	140.58

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COLEMAN, SAMUEL	2008	20	0.50	46.87
			2.00	\$187.45
COMPTON, JOSEPH	2002	13	6.50	334.85
		14	3.50	180.30
		16	0.50	25.76
		17	0.50	25.76
		21	4.50	231.83
		22	3.50	180.30
		23	6.00	309.26
		24	1.00	51.51
		25	1.50	77.29
		26	3.00	154.55
	2003	01	1.50	77.27
		02	1.00	51.51
		05	3.00	154.55
		06	1.00	51.51
		08	1.00	51.51
		09	3.50	186.66
		10	0.25	13.72
		11	0.50	27.43
		12	1.00	54.89
		13	3.00	164.63
		14	2.25	124.72
		15	0.50	27.72
		17	0.25	13.89
		27	0.25	13.84
	2004	02	1.25	69.29
		03	0.50	27.72
		04	0.50	27.72
		06	0.50	27.72
		10	1.00	56.83
		11	3.00	170.50
		12	1.50	85.26
		13	0.50	28.42
		20	14.50	840.81

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2004	21	9.50	550.88
		23	5.00	290.11
		24	1.00	57.98
		25	8.50	492.89
		26	1.00	57.98
		27	1.50	86.97
	2005	02	6.50	378.36
		05	0.25	14.55
		08	0.75	43.65
		09	2.25	135.84
		14	0.50	31.03
		15	2.75	170.63
		16	0.25	15.50
		19	1.50	93.07
		20	2.00	124.09
		21	0.50	31.03
		23	2.50	155.12
		24	6.50	412.01
		25	9.00	558.44
		26	2.50	155.12
		27	0.50	31.03
	2006	02	2.50	155.13
		03	4.00	248.19
		07	5.00	310.24
		10	0.50	32.13
		11	0.25	16.02
		12	0.50	32.07
		15	2.50	160.33
		16	4.50	288.59
		17	3.00	192.40
		18	4.00	262.26
		19	3.50	224.48
		20	1.00	64.14
		22	7.00	448.91
		23	3.50	224.46
		24	1.50	96.20

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2006	25	2.50	160.31
		26	3.00	192.41
		27	8.50	545.15
	2007	01	6.50	416.86
		02	4.50	288.58
		03	9.00	577.22
		04	2.50	158.89
		05	1.50	91.87
		06	4.00	256.54
		08	6.50	427.03
		09	1.50	101.24
		10	1.00	67.48
		11	3.50	236.18
		12	2.50	168.71
		13	1.00	67.48
		14	0.50	33.74
		15	5.00	337.42
		16	2.00	134.98
		18	10.00	674.83
		19	2.00	134.97
		22	3.00	202.45
		23	9.75	657.95
		24	10.75	725.44
		25	7.50	506.13
		26	1.00	67.48
	2008	01	8.00	524.28
		02	10.50	708.56
		03	8.00	539.86
		04	2.50	165.07
		05	1.00	64.42
		06	4.50	289.88
		08	4.00	279.60
		09	6.50	454.35
		10	1.50	104.85
		11	5.00	349.51
		14	5.50	393.39

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2008	15	3.00	209.72
		16	3.00	209.70
		17	2.00	139.82
		18	17.00	1,188.29
		19	5.00	349.51
		20	6.50	454.35
		21	5.00	349.50
		22	2.50	174.30
		23	3.50	244.64
		24	7.50	524.24
		25	2.00	139.80
		26	0.50	34.95
	2009	01	0.25	17.48
		03	1.50	104.85
		04	9.00	629.10
		05	5.00	340.70
		06	5.50	366.88
		08	22.00	1,499.44
		09	10.00	703.80
		10	6.50	485.26
		11	6.00	447.93
		13	6.00	454.24
		14	15.50	1,157.18
		15	1.00	74.69
		16	4.00	298.63
		17	21.00	1,567.78
		18	7.50	559.93
		19	9.00	671.91
		20	13.50	1,007.86
		21	16.00	1,194.51
		22	12.00	895.86
		23	10.50	783.89
		24	19.00	1,418.45
		25	9.00	671.92
		26	22.50	1,679.76
		27	4.50	337.92

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2010	01	10.00	744.46
		02	20.50	1,530.47
		03	12.50	933.21
		04	15.00	1,119.84
		05	9.50	677.29
		06	3.00	213.70
		07	2.00	149.31
		09	7.00	534.91
		10	4.50	343.85
		11	2.50	191.03
		15	3.00	229.23
		22	1.50	114.62
		24	0.50	38.21
		25	2.00	152.83
	2011	26	0.50	38.21
		06	3.50	256.22
		07	0.50	38.36
		08	6.00	462.33
		09	3.25	250.42
		11	4.50	346.73
		20	3.00	231.15
		24	2.50	192.59
		25	1.50	115.57
		26	1.50	115.58
	2012	02	2.50	192.91
		03	3.00	231.50
		11	1.00	79.26
		12	5.50	435.92
		13	10.00	792.56
		14	10.00	792.58
		15	17.00	1,347.37
		16	5.50	435.92
		17	14.50	1,149.21
		18	15.00	1,188.85
		19	19.50	1,545.51
		20	11.00	871.81

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2012	21	9.00	713.31
		22	6.00	475.55
		23	7.50	594.43
		24	8.50	673.67
		25	8.00	634.06
		26	7.00	554.80
		27	2.50	198.90
	2013	01	4.00	316.09
		02	3.50	277.40
		03	1.00	79.26
		04	0.50	39.33
		05	2.00	151.35
		06	4.00	302.68
		07	2.50	198.14
		11	8.00	635.01
		12	2.00	158.76
		13	1.00	79.37
		15	1.75	138.91
		17	3.50	273.46
		18	1.00	77.98
		19	2.00	156.58
		20	6.50	508.88
		21	4.50	350.90
		22	4.00	317.51
		23	3.00	238.12
		24	1.25	99.22
		25	0.50	39.69
		26	4.00	317.50
	2014	03	2.50	198.43
		05	4.00	317.50
		06	1.50	115.08
		08	0.50	39.69
		10	2.50	200.63
		11	5.50	441.39
		13	1.50	120.39
		14	4.00	282.51

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2014	15	3.25	260.82
		16	8.50	682.15
		18	1.00	80.25
		19	9.00	722.27
		20	0.50	40.14
		21	2.00	160.51
		22	0.50	40.14
		23	7.00	561.75
		25	2.00	160.51
	2015	01	0.00	0.00
		02	0.00	0.00
		04	0.00	0.00
		05	0.00	0.00
		06	0.00	0.00
		07	1.75	141.82
		08	1.50	121.57
		09	2.50	206.44
		10	2.50	209.90
		11	3.00	251.89
		12	6.50	545.75
		13	1.50	125.94
		15	2.50	209.90
		16	1.50	125.95
		19	1.00	83.97
		26	2.00	167.93
		27	2.00	167.93
	2016	02	0.50	42.13
		04	2.50	210.69
		05	1.75	145.37
		06	1.75	140.92
		07	6.25	526.73
		08	1.25	105.35
		09	3.75	321.62
		10	1.50	128.65
		11	1.50	128.64
		12	3.00	257.29

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
COMPTON, JOSEPH	2016	14	4.00	343.06
		15	1.50	128.66
		16	6.50	557.46
		18	2.75	235.84
		19	0.50	42.88
		20	3.00	257.29
			<u>1,111.25</u>	<u>\$80,095.37</u>
CONTRERAS, ROBERT	2004	23	1.00	39.13
	2005	13	1.00	41.60
	2011	09	0.50	25.84
	2015	08	0.00	0.00
			<u>2.50</u>	<u>\$106.57</u>
COOK, BRENDA	2001	06	16.00	664.96
		07	4.00	166.24
		09	6.00	260.03
		10	9.00	390.03
		14	9.00	390.03
		15	8.00	346.70
		22	5.00	216.69
		23	3.00	130.00
		24	10.00	433.63
		25	6.00	260.03
		26	16.00	693.39
	2002	10	1.00	45.29
	2016	08	0.00	0.00
			<u>93.00</u>	<u>\$3,997.02</u>
ELFEKY, MAHMOUD	2011	03	14.00	800.25
		04	12.00	685.94
		05	4.00	228.65
		06	16.00	914.59
		07	4.00	228.65
		08	18.00	1,071.95
		09	16.00	920.18

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ELFEKY, MAHMOUD	2011	10	46.00	2,645.49
			130.00	\$7,495.70
FAULTRY, CHARLES	2008	15	0.50	34.14
	2010	02	1.25	88.93
			1.75	\$123.07
FOUNTAIN, AUDRA	2013	06	20.50	1,075.04
		07	14.00	734.19
		08	11.50	603.43
		09	4.50	236.78
		10	3.75	197.33
			54.25	\$2,846.77
GANNON, NICHOLAS	2010	27	8.00	514.25
	2011	01	4.00	257.12
		03	2.00	129.06
		07	2.00	129.06
		11	5.00	325.11
			21.00	\$1,354.60
GILMORE, CATHY	2011	11	0.50	40.87
			0.50	\$40.87
GREENWELL, DEBORAH	2016	12	0.00	0.00
CROW, DEBORAH M.		27	0.50	17.55
	2017	15	0.25	8.97
			0.75	\$26.52
HEPOLA, JOHN	2004	05	0.50	33.29
	2005	14	1.50	107.95
		16	0.50	35.98
	2006	26	0.25	18.62
	2007	11	0.25	19.43
		24	0.50	38.65
		25	1.50	116.70

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HEPOLA, JOHN	2007	26	0.75	58.42
			5.75	\$429.04
HERNANDEZ, JESSICA	2011	12	14.75	542.94
		13	13.50	496.94
		14	2.75	101.22
		15	0.75	27.60
			31.75	\$1,168.70
HIGGINS-COLTRAIN, KATRINA	2009	22	11.25	678.55
HIGGINS, KATRINA		23	25.50	1,538.02
		24	7.75	467.43
		25	0.75	45.24
		26	6.50	392.05
		27	8.25	497.59
	2010	01	7.25	431.49
		02	9.50	573.01
		03	17.00	1,025.35
		04	19.00	1,143.09
		05	6.25	376.98
		06	3.00	180.95
		07	2.25	135.72
		08	39.25	2,456.66
		09	23.50	1,470.87
		10	21.50	1,345.68
		11	18.25	1,142.26
		12	5.50	344.23
		13	6.25	391.19
		14	16.75	1,063.17
		15	32.25	2,018.50
		16	1.50	93.88
		17	15.00	938.86
		18	12.75	798.01
		19	10.50	657.19
		20	2.25	140.83
		21	19.25	1,204.84

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HIGGINS-COLTRAIN, KATRINA	2010	22	6.25	391.18
		23	20.00	1,251.81
		24	10.00	619.08
		25	8.00	500.73
		26	5.25	326.06
		27	7.25	453.77
	2011	01	9.25	578.95
		02	23.50	1,476.71
		05	8.50	534.12
		07	4.50	282.77
		09	6.00	378.23
		10	2.00	126.08
		11	0.50	31.52
		12	16.25	1,024.34
		21	20.50	1,308.42
		22	20.50	1,292.25
		23	11.25	709.17
		24	6.00	371.57
		25	6.00	378.22
		26	8.25	520.05
		27	10.75	677.63
	2012	01	4.00	252.15
		02	31.75	2,004.58
		03	7.50	473.52
		04	11.25	710.28
		05	5.00	315.69
		06	0.75	47.35
		08	0.75	47.53
		09	2.50	158.44
		21	0.25	16.13
		24	0.50	31.83
	2013	24	0.50	31.75
			624.00	\$38,873.55
HOCHSTETLER, JAMES	2001	19	5.00	196.96
		20	6.00	236.35

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HOCHSTETLER, JAMES	2001	23	1.00	39.39
		25	1.00	39.39
		27	5.00	196.96
	2002	01	8.00	315.15
		02	8.00	315.14
		03	10.00	393.93
		04	19.00	748.48
		05	10.00	393.93
		06	40.00	1,575.74
		07	10.00	393.93
		08	12.00	472.73
		09	27.00	1,116.27
		10	3.00	124.03
		12	9.00	372.09
		13	4.00	165.37
		14	32.00	1,322.99
		15	60.00	2,480.63
		16	23.00	950.90
		17	13.00	537.47
		18	4.00	165.37
		19	6.00	248.06
		20	16.00	661.49
		21	15.00	620.15
		22	27.00	1,116.27
		23	15.00	620.15
		24	20.00	827.00
		25	18.00	744.18
		26	20.00	826.89
		27	18.00	744.19
		2003	02	15.00
	03		28.00	1,147.85
	04		57.00	2,336.72
	05		26.00	1,065.86
06	1.00		40.99	
			592.00	\$24,167.92

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
HONKER, WILLIAM	2003	01	0.25	16.58
			0.25	\$16.58
HUENI, CAMILLE	2011	12	7.50	518.61
			7.50	\$518.61
IVENER, BROOKE M.	2003	01	0.75	21.42
		02	8.00	228.43
		03	5.00	142.78
		04	0.75	21.43
			14.50	\$414.06
JOHNSON, DAWN	2009	15	1.00	65.52
BEHN, LYDIA		20	1.00	65.52
		22	2.00	131.02
		23	1.00	65.52
		24	2.00	131.02
		26	4.50	294.82
	2010	01	6.00	393.09
		02	2.25	147.41
		03	2.50	163.79
		04	4.25	278.43
	2011	06	0.75	51.97
		14	0.50	34.84
	2014	21	0.50	38.56
		27	0.25	19.29
	2015	01	0.00	0.00
		03	1.00	77.87
		09	0.50	39.35
		23	0.25	19.67
		26	1.00	78.68
	2016	07	0.00	0.00
		15	1.00	82.62
		17	0.00	0.00
			32.25	\$2,178.99

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
JOSIAM, RAJALAKSHMI	2002	21	4.00	78.84
			4.00	\$78.84
KUDLA-SHADE, COURTNEY	2013	06	1.00	61.88
		07	0.50	30.97
			1.50	\$92.85
LENNOX, URSULA	2008	22	8.00	552.59
			8.00	\$552.59
MCCLURG, RENA	2009	26	5.00	304.08
		27	3.50	212.86
	2010	05	3.00	182.46
		09	4.00	248.79
		10	1.00	62.20
	2011	02	1.00	62.20
		04	8.00	497.57
		05	3.00	186.60
		11	4.00	249.42
		12	2.00	124.71
		13	2.00	124.71
		14	5.00	311.77
		26	3.00	187.06
	2012	18	2.00	128.11
		19	1.00	64.06
	2013	06	2.00	128.11
		07	1.00	64.05
		13	1.00	64.12
		18	2.00	126.65
	2014	17	0.00	0.00
			53.50	\$3,329.53
MCKINNEY, JASON	2009	19	1.50	48.48
	2010	12	4.00	158.85
		24	1.50	70.22
		25	22.50	1,053.20
		26	30.00	1,404.31

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MCKINNEY, JASON	2010	27	9.50	444.69
	2011	01	8.00	350.56
		02	39.25	1,844.13
		03	2.50	117.46
		08	1.00	47.50
		11	3.50	166.20
		14	3.00	142.45
		16	0.50	23.74
		26	1.50	73.36
		27	3.25	158.96
		2012	02	5.50
	04		12.00	587.83
	05		0.50	24.48
	06		1.50	73.47
	07		2.50	122.45
	08		1.50	74.25
	09		0.50	24.73
	10		1.25	61.88
	11		0.50	24.75
	13		0.50	24.74
	17		0.75	37.11
	18		0.50	24.75
	19		1.50	74.24
	21		1.25	61.87
	22		0.25	12.37
	24		0.75	37.11
	2013	01	0.25	12.73
		05	0.50	25.48
		12	0.50	25.54
	2014	23	0.25	13.34
	2016	13	0.00	0.00
		20	0.50	27.75
				164.75
MILBURN, ANNA	2009	21	10.00	644.41
TREINIES, ANNA		22	6.00	386.65

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MILBURN, ANNA	2009	23	5.00	322.21
		25	8.00	515.54
		26	3.00	193.31
	2010	03	13.00	837.74
		04	3.00	193.31
		05	6.00	386.65
		08	51.00	3,321.16
		09	14.00	903.56
		11	18.00	1,161.73
		12	6.00	387.25
		14	15.00	986.76
		15	27.00	1,742.59
		19	9.00	580.87
		20	9.00	580.86
	2011	02	15.50	1,004.22
		09	2.00	133.50
		11	6.00	400.52
		17	20.00	1,335.05
		19	8.00	534.02
		20	8.00	534.03
		21	11.00	743.03
		22	18.00	1,201.55
		23	3.00	200.25
		25	2.00	133.50
26		11.00	734.27	
2012	01	4.00	266.99	
	02	31.00	2,072.49	
	03	7.00	467.99	
	04	4.00	267.41	
	10	2.00	134.18	
	11	6.00	402.58	
	13	6.50	436.12	
	19	1.00	67.10	
	27	0.50	33.55	
	2013	03	24.00	1,610.31
		04	3.00	201.29

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
MILBURN, ANNA	2013	05	15.50	1,039.98
	2015	12	0.00	0.00
		13	0.00	0.00
		14	0.00	0.00
		15	0.00	0.00
		17	4.00	285.03
	2016	13	0.00	0.00
		14	0.00	0.00
			<u>416.00</u>	<u>\$27,383.56</u>
MILLER, PATRICE	2003	27	0.25	14.75
	2004	04	0.50	30.57
		05	2.00	118.13
	2005	08	0.25	14.58
		09	1.50	89.35
		26	1.50	93.94
		27	1.00	60.85
	2006	02	3.50	212.85
		03	2.50	152.13
			<u>13.00</u>	<u>\$787.15</u>
NEGRI, BEVERLY	2002	07	1.50	96.58
		09	0.50	33.84
		25	1.00	67.65
		26	0.50	33.84
		27	1.50	98.55
	2003	13	5.00	349.94
	2004	05	2.00	134.78
		06	18.00	1,173.56
		08	1.00	70.71
		09	0.50	36.23
		11	1.00	72.45
		13	1.50	108.69
		15	2.00	147.92
		16	1.00	73.95
		21	1.50	110.95

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
NEGRI, BEVERLY	2004	22	2.00	147.92
	2005	07	1.00	76.21
		10	1.50	118.64
		15	1.50	118.64
		19	3.00	237.31
	2007	04	1.00	77.98
		13	0.50	41.90
		14	0.50	41.91
		19	1.00	83.82
	2008	11	2.00	178.25
		18	1.50	133.69
	2009	11	1.00	92.75
	2010	03	3.00	265.35
		04	2.00	176.90
		25	2.75	253.77
		26	1.00	92.35
		27	3.00	276.33
	2011	01	3.00	277.52
		02	5.00	463.50
			<u>74.75</u>	<u>\$5,764.38</u>
PARR, HENRY	2002	04	3.00	144.65
		05	3.00	144.65
		06	4.50	216.99
		07	0.50	24.10
		09	1.25	63.42
		10	1.50	76.10
		11	1.00	50.72
		12	2.00	101.45
		14	1.00	50.72
		15	1.00	50.72
		16	3.00	152.17
		17	3.50	177.53
		18	3.00	152.17
		21	1.00	50.72
		22	3.50	177.53

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PARR, HENRY	2002	23	2.00	101.45
		25	2.00	101.45
		26	1.00	52.10
		27	1.00	52.10
	2003	01	2.00	104.21
		02	3.00	154.95
		03	2.00	103.31
		04	3.00	154.95
		05	4.00	206.59
		06	3.00	154.95
		08	2.50	129.12
		09	1.00	53.48
		11	3.00	160.46
		12	1.00	53.48
		14	1.00	54.03
		21	1.00	54.03
	2004	06	0.50	27.02
		08	0.50	27.02
		11	1.00	55.42
		18	1.00	56.56
	2006	19	2.00	124.12
		22	1.00	62.08
			<u>72.25</u>	<u>\$3,733.08</u>
PEREZ, MYRA	2010	26	5.00	299.81
		27	9.00	539.66
	2011	01	10.00	599.61
		02	7.00	421.42
		03	21.00	1,264.25
		04	16.00	939.48
		05	13.00	782.65
		06	21.00	1,264.26
		07	12.00	709.65
		08	14.00	843.96
		09	2.00	122.45

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PEREZ, MYRA	2014	23	6.00	367.20
			136.00	\$8,154.40
PEYCKE, MARK	2002	17	0.50	31.30
		20	0.25	15.66
	2006	26	0.25	18.99
	2007	12	0.75	61.25
		24	1.00	81.66
		25	2.00	158.25
		26	0.75	58.35
	2008	03	1.00	77.80
		09	0.50	42.37
	2009	16	0.75	67.83
	2010	02	1.00	86.13
			8.75	\$699.59
RAGON, CAROLYN	2012	26	1.00	68.37
STAUDER, CAROLYN A.	2013	08	2.00	136.94
		09	7.25	498.17
		10	4.50	309.21
		16	0.00	0.00
			14.75	\$1,012.69
RAUSCHER, JON	2008	20	1.00	68.49
		21	0.50	34.26
	2010	15	1.75	130.80
		21	0.50	37.43
		23	1.00	74.07
		25	0.25	18.42
	2011	07	0.25	18.76
		08	0.50	37.52
		13	0.50	37.52
		14	0.25	18.76
		25	0.25	18.76
	2013	05	0.50	36.75
			7.25	\$531.54

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
RILEY, JOHN	2003	02	5.25	189.81
			5.25	\$189.81
SANCHEZ, CARLOS	2010	01	11.00	755.08
		02	4.00	274.57
	2011	11	2.00	140.40
	2012	09	1.00	67.73
	2016	14	0.00	0.00
		15	0.00	0.00
		16	0.00	0.00
		24	2.00	148.07
		25	2.00	148.08
	2017	15	0.00	0.00
			22.00	\$1,533.93
SHADE, KEVIN	2006	22	5.00	130.59
	2007	01	6.00	160.13
		02	4.25	113.82
		18	5.25	172.59
			20.50	\$577.13
SHEWMAKE, KENNETH	2008	19	1.50	53.59
		20	14.00	500.31
		21	3.75	134.01
		22	1.00	35.75
		23	20.50	870.94
	2009	23	1.25	56.53
	2010	03	12.25	553.98
		04	34.50	1,560.13
		05	5.25	237.41
		08	30.75	1,426.53
		09	40.25	1,867.27
		10	2.25	119.53
		11	20.00	1,062.54
		12	13.00	690.66
		13	1.00	53.12
		14	8.00	434.96

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
SHEWMAKE, KENNETH	2010	15	45.50	2,417.27
		16	9.25	491.41
		19	24.50	1,301.61
		20	10.00	531.28
		25	0.50	26.56
		27	0.50	26.56
	2011	02	16.50	880.02
		05	1.75	93.34
		06	0.50	26.66
		07	0.75	39.99
		08	1.50	80.48
		09	3.25	174.37
		11	1.50	83.06
		12	2.00	110.74
		16	1.50	83.06
		17	15.00	830.53
		19	35.75	1,979.47
		20	5.50	304.54
		21	16.25	912.70
		22	21.75	1,204.28
		23	0.25	13.85
		25	8.75	484.49
		26	12.50	692.15
	2012	02	28.75	1,594.35
		11	0.75	42.98
		19	1.00	57.30
		27	0.50	28.64
	2013	03	20.00	1,146.03
		04	12.25	701.93
		05	4.75	272.18
	2014	05	0.00	0.00
		06	0.00	0.00
		18	1.75	107.45
			514.25	\$26,396.54

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
STANKOSKY, LAURA	2017	02	0.00	0.00
			0.00	\$0.00
STENGER, WREN	2009	20	0.75	65.14
		24	2.00	173.65
		25	1.00	86.83
	2010	01	4.00	331.14
		02	6.00	496.15
		04	2.00	165.37
			15.75	\$1,318.28
SUTTICE, ETHEL	2003	20	2.00	87.60
			2.00	\$87.60
THOMAS, VENA	2002	23	4.50	102.82
THOMAS, VENA J.		24	0.50	11.43
		26	1.50	34.27
	2003	18	1.00	24.33
	2007	11	1.00	29.69
			8.50	\$202.54
TRACY, JANICE	2002	11	0.50	20.90
BIVENS, JANICE B.				
HUTTON, JANICE B.				
POWELL, JANICE B.				
			0.50	\$20.90
TWINE, DYIANN	2009	08	8.00	369.29
		11	2.50	115.40
		14	3.50	165.85
		17	1.75	82.92
		20	1.50	71.08
		21	3.00	142.16
		24	4.25	201.39
		25	1.00	47.39
	2010	03	2.00	94.78
	2011	12	6.50	317.37

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
TWINE, DYIANN	2017	19	0.00	0.00
			34.00	\$1,607.63
VILLARREAL, CHRISTOPHER	2016	14	0.00	0.00
			0.00	\$0.00
WEBSTER, SUSAN	2001	07	1.00	44.81
		08	1.00	48.23
		09	1.00	50.10
		10	1.00	50.10
		11	1.00	50.10
		12	1.00	50.10
			6.00	\$293.44
WERNER, ROBERT	2002	01	4.00	154.55
		02	26.50	1,023.88
		03	31.00	1,197.74
		04	27.50	1,062.52
		05	48.75	1,883.56
		06	46.00	1,777.29
		07	15.00	579.57
		08	26.00	1,004.55
		09	33.50	1,358.43
		10	18.00	729.89
		12	9.00	364.95
		13	0.00	0.00
		14	6.00	243.30
		15	20.50	831.28
		16	58.25	2,362.06
		17	34.50	1,398.98
		18	22.00	892.11
		19	21.00	851.55
		20	27.75	1,125.27
		21	12.00	486.61
		22	32.00	1,297.61
		23	16.00	648.80
		24	11.00	446.06

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>	
WERNER, ROBERT	2002	25	12.00	486.61	
		26	4.00	162.20	
		27	2.25	91.24	
	2003	02	3.00	121.65	
		03	1.00	40.55	
		05	21.00	851.55	
		06	1.00	40.55	
		08	16.00	648.80	
		09	47.00	1,969.17	
		10	45.50	1,906.32	
		11	43.50	1,822.53	
		12	44.00	1,843.49	
		13	11.00	460.86	
		14	8.75	370.51	
		15	4.75	201.15	
		16	24.50	1,037.38	
		17	21.00	889.19	
		18	23.00	973.86	
		19	15.00	635.13	
		20	26.00	1,100.89	
		21	22.50	952.70	
		22	35.50	1,503.15	
		23	10.50	456.53	
		24	13.00	565.22	
		26	3.00	130.44	
		2004	03	3.25	141.33
			08	0.25	10.88
	13		1.75	77.90	
	16		0.50	22.73	
	18		0.00	0.00	
	2005	27	2.50	123.38	
	2006	04	1.00	49.36	
		07	4.50	222.08	
			1,018.75	\$41,629.89	
WILLIAMS, DONALD	2007	25	4.00	267.28	

Reconciliation Pending

Regional Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WILLIAMS, DONALD	2007	26	1.00	66.82
	2008	11	1.00	69.25
		12	1.00	69.25
		13	4.00	276.96
		14	1.25	87.01
		15	1.00	69.25
		16	1.00	69.25
		20	2.00	138.48
	2011	02	0.50	36.99
			<u>16.75</u>	<u>\$1,150.54</u>
Total Regional Payroll Costs			<u>7,460.00</u>	<u>\$417,788.06</u>

Reconciliation Pending
Headquarters Payroll Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LEGARE, AMY	2002	16	1.50	74.40
		18	0.50	24.80
			2.00	\$99.20
Total Headquarters Payroll Costs			2.00	\$99.20

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
ALDRIDGE, BARBARA	TM0183863	ACHA04042	02/13/2004	362.95
	TM0563081	ACHA07312	11/13/2007	652.01
				<hr/> \$1,014.96
CASANOVA, RAFAEL	4504116	ACHA01337	12/05/2001	560.53
	TM0064302	ACHA02284	10/16/2002	98.40
	TM0066134	ACHA02304	11/04/2002	287.90
	TM0069020	ACHA02323	11/21/2002	583.89
	TM0072626	ACHA02343	12/11/2002	187.98
	TM0094352	ACHA03079	03/24/2003	379.84
	TM0181510	ACHA04044	02/18/2004	166.67
	TM0228932	ACHA04184	07/07/2004	126.18
	TM0368569	ACHA05321	11/21/2005	76.61
	TM0545051	ACHA07243	09/05/2007	353.92
	TM0562748	ACHA07344	12/12/2007	500.24
	0S9OVY	AMP120025	02/09/2012	1,069.37
	0SSPJF	AMP120164	08/24/2012	82.05
	0SSPJF	AVC120177	08/27/2012	643.08
	0SRNCB	AVC130003	10/02/2012	43.50
				<hr/> \$5,160.16
HIGGINS-COLTRAIN, KATRINA	0Q0PV7	ACHA09334	12/02/2009	642.51
HIGGINS, KATRINA	0Q8YTI	ACHA10060	03/03/2010	713.90
	0R0M1F	ACHA10302	11/02/2010	695.38
	0RK3D3	ACHA11143	05/25/2011	686.14
				<hr/> \$2,737.93
HOCHSTETLER, JAMES	T6650781	ACHA01340	12/10/2001	438.04

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
HOCHSTETLER, JAMES	T6651013	ACHA02022	01/24/2002	606.99
	T6651013	ACHC02022	01/24/2002	233.76
	TM0014940	ACHA02037	02/08/2002	636.15
				<hr/> \$1,914.94
IVENER, BROOKE M.	TM0066126	ACHA02308	11/06/2002	63.89
				<hr/> \$63.89
LENNOX, URSULA	0ORYYE	ACHA08221	08/12/2008	433.37
				<hr/> \$433.37
MCKINNEY, JASON	0R2LY8	ACHA10301	11/01/2010	1,164.53
				<hr/> \$1,164.53
MILBURN, ANNA	0Q9QK6	ACHA10056	03/01/2010	743.90
TREINIES, ANNA	0R1R1H	ACHA10306	11/04/2010	758.66
	0RL2NQ	ACHA11143	05/25/2011	647.05
				<hr/> \$2,149.61
NEGRI, BEVERLY	TM0172075	ACHA03350	12/18/2003	496.60
				<hr/> \$496.60
SHEWMAKE, KENNETH	0Q1RWZ	ACHA09336	12/04/2009	558.05
	0Q9XE3	ACHA10056	03/01/2010	795.00
	0R0SPX	ACHA10301	11/01/2010	609.75
	0RKDNB	ACHA11144	05/26/2011	597.43
				<hr/> \$2,560.23
WERNER, ROBERT	T6650782	ACHA01348	12/18/2001	367.21
	T6651014	ACHA02015	01/17/2002	595.61
	TM0014951	ACHA02046	02/20/2002	482.61

Reconciliation Pending

Regional Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
WERNER, ROBERT	TM0094698	ACHA03077	03/20/2003	364.90
	TM0134031	ACHA03233	08/25/2003	573.86
				<hr/> \$2,384.19
Total Regional Travel Costs				<hr/> <hr/> \$20,080.41

Reconciliation Pending

Headquarters Travel Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
AMMON, DOUGLAS C.	TAA07YYA	AMP200069	01/14/2020	3.62
	TAA07YYA	AVC200098	01/14/2020	42.66
				<hr/> \$46.28
WILSON, KARL	TAA07YU5	AVC200096	01/13/2020	44.45
	TAA07YU5	AMP200068	01/13/2020	9.36
				<hr/> \$53.81
Total Headquarters Travel Costs				<hr/> <hr/> \$100.09

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW, INC.

EPA Contract Number: 68-W0-0083

Delivery Order Information DO # Start Date End Date
 6015 10/01/2001 08/27/2004

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2001 To: 08/27/2004

Summary of Service:

Total Costs: \$3,000.60

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
T15-10	03/13/2002	18,306.17	R2375 04/15/2002	350.65	119.94
T15-11	04/15/2002	8,706.74	R2421 05/09/2002	787.50	269.36
T15-12	05/15/2002	9,717.24	R2481 06/10/2002	0.28	0.10
T15-13	06/13/2002	37,426.84	R2545 07/12/2002	1.18	0.40
T15-15	08/12/2002	477.47	R2645 09/06/2002	1.68	0.57
T15-20	02/11/2003	281.52	R3285 03/13/2003	-41.56	-14.22
T15-22	04/09/2003	411.06	R3377 05/08/2003	393.98	134.76
T15-23	05/13/2003	618.23	R3435 06/12/2003	618.23	211.46
T15-38	09/14/2004	3,093.45	R5013 10/08/2004	15.45	5.28
ESS2FY0215	01/21/2005	8,666.49	R5279 02/17/2005	69.14	23.65
ESS2FY0315	01/21/2005	191.08	R5278 02/17/2005	39.32	13.45
Total:				<u>\$2,235.85</u>	<u>\$764.75</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TECHLAW, INC.

EPA Contract Number: 68-W0-0083

Delivery Order Information DO # Start Date End Date
6015 10/01/2001 08/27/2004

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2001 To: 08/27/2004

Summary of Service:

Total Costs: \$3,000.60

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
T15-10	R2375	Class	0.342047
T15-11	R2421	Class	0.342047
T15-12	R2481	Class	0.342047
T15-13	R2545	Class	0.342047
T15-15	R2645	Class	0.342047
T15-20	R3285	Class	0.342047
T15-22	R3377	Class	0.342047
T15-23	R3435	Class	0.342047
T15-38	R5013	Class	0.342047
ESS2FY0215	R5279	Class	0.342047
ESS2FY0315	R5278	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information DO # Start Date End Date
 6011 01/05/2002 07/19/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 01/05/2002 To: 07/19/2002

Summary of Service:

Total Costs: \$577.68

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1260-09	02/15/2002	71,554.97	R2328 03/18/2002	94.13	21.76
1260-10	03/15/2002	59,450.22	R2369 04/10/2002	18.62	4.30
1260-13	06/07/2002	84,092.76	R2529 07/03/2002	285.58	66.01
1260-12	06/21/2002	80,311.28	R2557 07/17/2002	34.64	8.01
1260-14	07/03/2002	56,676.83	R2582 08/01/2002	7.32	1.69
1260-15	08/02/2002	45,086.18	R2627 08/28/2002	28.93	6.69
Total:				\$469.22	\$108.46

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: SCIENCE APPLICATIONS INTERNATIONAL CORPORATION

EPA Contract Number: 68-W0-0091

Delivery Order Information DO # Start Date End Date
6011 01/05/2002 07/19/2002

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 01/05/2002 To: 07/19/2002

Summary of Service:

Total Costs: \$577.68

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1260-09	R2328	Final	0.231150
1260-10	R2369	Final	0.231150
1260-13	R2529	Final	0.231150
1260-12	R2557	Final	0.231150
1260-14	R2582	Final	0.231150
1260-15	R2627	Final	0.231150

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1	06/02/2017	52,418.50	AVC170202 06/22/2017	556.04	190.19
2	06/13/2017	104,836.99	AVC170205 06/28/2017	64.55	22.08
3	07/10/2017	104,836.99	AVC170223 07/24/2017	64.55	22.08
4	07/26/2017	104,836.99	AVC170242 08/18/2017	368.34	125.99
5	08/17/2017	104,836.99	AVC170257 09/07/2017	73.13	25.01
6	09/19/2017	104,836.99	AVC180002 10/03/2017	87.43	29.91
7	10/20/2017	104,836.99	AVC180038 11/15/2017	9.80	3.35
8	11/16/2017	104,836.99	AVC180060 12/08/2017	639.40	218.70
9	12/18/2017	104,836.99	AVC180103 01/18/2018	251.50	86.02
10	01/22/2018	104,836.99	AVC180123 02/13/2018	468.92	160.39
11	02/23/2018	104,836.99	AVC180152 03/19/2018	158.57	54.24
12	03/07/2018	52,418.49	AVC180159 03/28/2018	120.75	41.30
13	03/20/2018	53,989.94	AVC180172 04/10/2018	632.96	216.50
14	04/20/2018	107,979.87	AVC180210 05/14/2018	779.13	266.50
15	05/18/2018	107,979.87	AVC180230 06/08/2018	26.75	9.15
16	06/22/2018	107,979.87	AVC180253 07/12/2018	294.15	100.61
17	07/20/2018	107,979.87	AVC180276 08/10/2018	231.56	79.20
19	09/20/2018	107,979.87	AVC190015 10/05/2018	154.60	52.88
20	10/20/2018	107,979.87	AVC190042 11/06/2018	28.47	9.74
21	11/20/2018	30,468.59	AVC190066 12/03/2018	48.21	16.49
21	11/20/2018	107,979.87	AVC190066 12/03/2018	780.05	266.81
22	12/20/2018	108,066.85	AVC190094 01/28/2019	597.24	204.28

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	DO #	Start Date	End Date
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
23	02/05/2019	107,979.87	AVC190128 02/19/2019	1,194.91	408.72
24	03/11/2019	53,989.93	AVC190162 03/28/2019	101.39	34.68
25	03/25/2019	55,609.68	AVC190171 04/10/2019	258.00	88.25
26	04/19/2019	4,646.55	AVC190189 05/06/2019	357.37	122.24
26	04/19/2019	111,219.35	AVC190189 05/06/2019	836.94	286.27
27	05/21/2019	5,254.68	AVC190210 06/04/2019	1,482.49	507.08
27	05/20/2019	111,219.35	AVC190210 06/04/2019	836.94	286.27
27	05/20/2019	12,858.16	AVC190212 06/06/2019	17.81	6.09
28	06/20/2019	11,065.18	AVC190231 07/02/2019	1,808.04	618.43
28	06/20/2019	111,219.35	AVC190231 07/02/2019	922.37	315.49
29	07/20/2019	8,539.16	AVC190257 08/02/2019	29.28	10.02
29	07/20/2019	111,219.35	AVC190257 08/02/2019	395.98	135.44
30	08/20/2019	9,161.77	AVC190285 09/09/2019	21.96	7.51
30	08/20/2019	111,219.35	AVC190285 09/09/2019	120.91	41.36
31	09/20/2019	111,219.35	AVC200007 10/07/2019	431.69	147.66
31	09/23/2019	9,262.44	AVC200009 10/08/2019	497.76	170.26
32	10/20/2019	111,219.35	AVC200030 11/01/2019	129.87	44.42
00033	11/21/2019	111,219.35	AVC200072 12/12/2019	9.18	3.14
34	12/20/2019	111,219.35	AVC200093 01/09/2020	16.48	5.64
00035	01/22/2020	111,219.35	AVC200129 02/10/2020	81.28	27.80
EPS51701_37_00	03/09/2020	55,609.67	AVC200176 03/27/2020	61.74	21.12
EPS51701_38_00	03/19/2020	57,279.89	AVC200186 04/02/2020	43.80	14.98

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
EPS51701_39_00	03/19/2020	6,879.54	AVC200186 04/02/2020	34.10	11.66
EPS51701_40_00	04/20/2020	25,368.24	AVC200223 05/05/2020	5,034.60	1,722.07
EPS51701_39_00	04/20/2020	114,559.77	AVC200228 05/11/2020	129.11	44.16
EPS51701_40_00	05/22/2020	114,559.77	AVC200248 06/04/2020	26.46	9.05
EPS51701_42_00	06/22/2020	9,557.58	AVC200290 07/10/2020	11.29	3.86
EPS51701_42_00	07/22/2020	114,559.77	AVC200319 08/13/2020	172.95	59.16
EPS51701_43_00	07/22/2020	22,699.49	AVC200319 08/13/2020	1,401.43	479.35
EPS51701_44_00	08/24/2020	14,226.26	AVC200335 09/03/2020	719.32	246.04
EPS51701_44_00	09/21/2020	114,559.77	AVC210005 10/06/2020	92.61	31.68
EPS51701_45_00	09/21/2020	29,553.08	AVC210005 10/06/2020	204.00	69.78
EPS51701_45_00	10/21/2020	114,559.77	AVC210028 11/05/2020	184.49	63.10
EPS51701_45_00	10/21/2020	8,036.71	AVC210028 11/05/2020	814.32	278.54
EPS51701_46_00	11/22/2020	114,559.77	AVC210064 12/09/2020	101.64	34.77
EPS51701_46_00	11/22/2020	7,667.94	AVC210064 12/09/2020	1,379.82	471.96
EPS51701_47_00	12/22/2020	114,559.77	AVC210083 01/04/2021	9.46	3.24
EPS51701_47_00	12/22/2020	8,926.61	AVC210083 01/04/2021	1,888.75	646.04
EPS51701_48_00	01/20/2021	114,559.77	AVC210116 02/03/2021	45.83	15.68
EPS51701_48_00	01/20/2021	10,092.75	AVC210116 02/03/2021	16.72	5.72
EPS51701_49_00	02/25/2021	114,559.77	AVC210154 03/10/2021	17.00	5.81

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
EPS51701_52_00	04/20/2021	117,999.22	AVC210200 05/03/2021	21.90	7.49
Total:				<u>\$28,398.09</u>	<u>\$9,713.45</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1	AVC170202	Class	0.342047
2	AVC170205	Class	0.342047
3	AVC170223	Class	0.342047
4	AVC170242	Class	0.342047
5	AVC170257	Class	0.342047
6	AVC180002	Class	0.342047
7	AVC180038	Class	0.342047
8	AVC180060	Class	0.342047
9	AVC180103	Class	0.342047
10	AVC180123	Class	0.342047
11	AVC180152	Class	0.342047
12	AVC180159	Class	0.342047
13	AVC180172	Class	0.342047
14	AVC180210	Class	0.342047
15	AVC180230	Class	0.342047
16	AVC180253	Class	0.342047
17	AVC180276	Class	0.342047
19	AVC190015	Class	0.342047
20	AVC190042	Class	0.342047
21	AVC190066	Class	0.342047
22	AVC190094	Class	0.342047
23	AVC190128	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
24	AVC190162	Class	0.342047
25	AVC190171	Class	0.342047
26	AVC190189	Class	0.342047
27	AVC190210	Class	0.342047
27	AVC190210	Class	0.342047
27	AVC190212	Class	0.342047
28	AVC190231	Class	0.342047
29	AVC190257	Class	0.342047
30	AVC190285	Class	0.342047
31	AVC200007	Class	0.342047
31	AVC200009	Class	0.342047
32	AVC200030	Class	0.342047
00033	AVC200072	Class	0.342047
34	AVC200093	Class	0.342047
00035	AVC200129	Class	0.342047
EPS51701_37_00001	AVC200176	Class	0.342047
EPS51701_38_00001	AVC200186	Class	0.342047
EPS51701_39_00003	AVC200186	Class	0.342047
EPS51701_40_00003	AVC200223	Class	0.342047
EPS51701_39_00001	AVC200228	Class	0.342047
EPS51701_40_00001	AVC200248	Class	0.342047
EPS51701_42_00003	AVC200290	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: ARS ALEUNT REMEDIATION, LLC

EPA Contract Number: EPS51701

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	03/15/2017	03/28/2021
	00003	09/30/2018	08/30/2020
	00004	03/03/2019	04/27/2019
	00005	03/31/2019	12/27/2020

Project Officer(s): COLLINS, LA'MONICA
 LABOMBARD, WILLIAM
 PEARSON, KELLON

Dates of Service: From: 03/15/2017 To: 03/28/2021

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$38,111.54

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
EPS51701_42_00001	AVC200319	Class	0.342047
EPS51701_43_00003	AVC200319	Class	0.342047
EPS51701_44_00003	AVC200335	Class	0.342047
EPS51701_44_00001	AVC210005	Class	0.342047
EPS51701_45_00003	AVC210005	Class	0.342047
EPS51701_45_00001	AVC210028	Class	0.342047
EPS51701_45_00005	AVC210028	Class	0.342047
EPS51701_46_00001	AVC210064	Class	0.342047
EPS51701_46_00005	AVC210064	Class	0.342047
EPS51701_47_00001	AVC210083	Class	0.342047
EPS51701_47_00005	AVC210083	Class	0.342047
EPS51701_48_00001	AVC210116	Class	0.342047
EPS51701_48_00005	AVC210116	Class	0.342047
EPS51701_49_00001	AVC210154	Class	0.342047
EPS51701_52_00001	AVC210200	Class	0.342047

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: EPW05013

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	4	10/01/2005	09/29/2006
	7	08/29/2009	11/27/2009

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2005 To: 11/27/2009

Summary of Service:

Total Costs: \$25,311.19

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
19-04	10/15/2005	19,876.83	R6118 12/01/2005	3,777.70	1,135.67
20-04	12/15/2005	27,261.36	R6193 01/06/2006	2,770.80	832.97
21-04	01/16/2006	32,876.60	R6255 02/08/2006	354.78	106.66
31-04	11/28/2006	25,141.20	R7C26 01/08/2007	14.62	5.22
15-07	10/14/2009	5,066.53	R0111 11/10/2009	4,940.86	1,349.73
16-07	11/12/2009	8,478.56	R0215 12/14/2009	8,190.24	1,789.91
17-07	12/11/2009	34.49	R0309 01/12/2010	34.49	7.54
Total:				\$20,083.49	\$5,227.70

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: GRB ENVIRONMENTAL SERVICES, INC.

EPA Contract Number: EPW05013

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	4	10/01/2005	09/29/2006
	7	08/29/2009	11/27/2009

Project Officer(s): HARTIS, KAREN

Dates of Service: From: 10/01/2005 To: 11/27/2009

Summary of Service:

Total Costs: \$25,311.19

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
19-04	R6118	Final	0.300624
20-04	R6193	Final	0.300624
21-04	R6255	Final	0.300624
31-04	R7C26	Final	0.356835
15-07	R0111	Final	0.273178
16-07	R0215	Provisional	0.218542
17-07	R0309	Provisional	0.218542

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
2	08/16/2010	166,804.43	R0A69 09/10/2010	266.49	446.37
3	09/15/2010	183,880.66	R1030 10/13/2010	498.16	834.42
4	10/15/2010	163,069.88	R1112 11/09/2010	1,270.28	2,127.73
5	11/15/2010	139,690.48	R1206 12/09/2010	467.73	415.18
6	12/15/2010	131,435.52	R1308 01/11/2011	209.73	186.17
7	01/14/2011	141,767.72	R1404 02/08/2011	670.65	595.30
8	02/15/2011	115,117.22	R1506 03/10/2011	862.97	766.01
9	03/15/2011	111,806.82	R1623 04/08/2011	406.81	361.10
10	04/15/2011	162,015.40	R1724 05/11/2011	676.20	600.22
11	05/06/2011	46,504.85	R1803 06/01/2011	116.52	103.43
12	05/16/2011	100,576.27	R1832 06/08/2011	143.43	127.31
13	06/15/2011	139,228.90	R1940 07/08/2011	94.97	84.30
14	07/15/2011	135,623.28	R1A41 08/09/2011	127.05	112.77
17	10/14/2011	134,549.38	AVC110065 12/02/2011	24.80	21.25
18	11/15/2011	131,960.57	AVC110089 12/23/2011	10.29	8.82
0010303	12/29/2011	0.00	12/29/2011	76.40	65.46
21	02/15/2012	137,218.20	AVC120056 03/09/2012	17.15	14.69
22	03/15/2012	157,156.85	AVC120085 04/17/2012	154.59	132.46
23	04/16/2012	187,435.78	AVC120105 05/15/2012	723.23	619.68
24	05/04/2012	81,595.64	AVC120117 06/01/2012	13.72	11.76
25R	05/15/2012	72,240.85	AVC120130 06/20/2012	45.92	39.35
26	06/15/2012	147,850.73	AVC120146 07/13/2012	232.59	199.29
27	07/16/2012	171,036.97	AVC120167 08/13/2012	14.13	12.11

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
29	09/14/2012	125,126.52	AVC130013 10/05/2012	2,363.61	2,025.20
30	10/15/2012	152,679.48	AVC130043 11/07/2012	1,098.68	941.38
32A	12/14/2012	113,372.77	AVC130098 01/22/2013	70.64	60.53
32	01/15/2013	34,796.34	AVC130109 02/05/2013	780.43	668.69
33	01/15/2013	152,422.29	AVC130109 02/05/2013	24.09	20.64
33	02/15/2013	26,379.81	AVC130133 03/12/2013	860.31	737.14
34	02/15/2013	108,815.02	AVC130134 03/13/2013	21.19	18.16
34	03/15/2013	35,175.88	AVC130154 04/10/2013	265.20	227.23
35	03/15/2013	130,559.58	AVC130154 04/10/2013	253.45	217.16
35	04/15/2013	42,081.09	AVC130175 05/09/2013	53.04	45.45
36	04/15/2013	174,665.91	AVC130175 05/09/2013	4,091.99	3,506.12
37	04/30/2013	64,656.72	AVC130185 05/22/2013	180.85	154.96
38	05/15/2013	57,091.31	AVC130193 06/05/2013	68.60	58.78
39	06/14/2013	119,186.22	AVC130219 07/11/2013	72.50	62.12
42	09/16/2013	150,592.26	AVC140007 10/21/2013	38.79	33.24
41	09/16/2013	29,813.18	AVC140025 11/07/2013	444.83	381.14
43	10/15/2013	171,696.90	AVC140029 11/14/2013	37.09	31.78
44	11/15/2013	59,719.47	AVC140048 12/10/2013	10.91	9.35
45	12/16/2013	145,225.46	AVC140067 01/08/2014	18.19	15.59
45	01/15/2014	27,026.88	AVC140088 02/07/2014	1,393.32	1,193.83
47	02/14/2014	115,034.27	AVC140112 03/13/2014	3.64	3.12
48	03/14/2014	143,565.17	AVC140130 04/08/2014	69.54	59.58
49	04/15/2014	187,419.40	AVC140157 05/15/2014	10.91	9.35

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	DO #	Start Date	End Date
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
51	05/15/2014	77,532.13	AVC140174 06/04/2014	15.85	13.58
52	06/16/2014	154,987.42	AVC140199 07/10/2014	79.25	67.90
53	07/15/2014	177,957.81	AVC140286 08/18/2014	145.62	124.77
54	09/15/2014	31,480.23	AVC150004 10/06/2014	37.47	32.11
55	09/15/2014	143,308.82	AVC150004 10/06/2014	150.62	129.05
56	10/15/2014	174,087.75	AVC150031 11/12/2014	65.23	55.89
57	11/14/2014	147,662.12	AVC150057 12/18/2014	75.16	80.50
58	12/12/2014	151,996.96	AVC150074 01/14/2015	87.10	93.29
59	01/15/2015	174,225.58	AVC150102 02/25/2015	117.02	125.33
60	02/13/2015	116,486.06	AVC150117 03/18/2015	45.83	49.09
59	02/13/2015	11,768.81	AVC150118 03/19/2015	112.55	120.54
60	03/13/2015	13,173.69	AVC150136 04/14/2015	16.08	17.22
61	04/15/2015	19,988.92	AVC150160 05/18/2015	1,507.25	1,614.31
62	04/15/2015	176,507.04	AVC150162 05/20/2015	265.37	284.22
62	05/15/2015	21,925.04	AVC150178 06/12/2015	2,270.95	2,432.26
63	06/15/2015	18,587.25	AVC150197 07/09/2015	4,376.29	4,687.14
64A	06/15/2015	152,645.35	AVC150222 08/13/2015	421.50	451.44
68	10/15/2015	195,457.41	AVC160030 11/13/2015	16.46	17.63
69	11/16/2015	155,953.17	AVC160052 12/14/2015	8.23	7.05
71	02/16/2016	18,223.41	AVC160112 03/11/2016	18.74	16.06
74	04/15/2016	203,523.03	AVC160156 04/29/2016	103.37	88.57
75	05/16/2016	173,324.73	AVC160182 06/07/2016	63.14	54.10
76	06/15/2016	162,813.96	AVC160206 07/11/2016	21.74	18.63

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
78	09/15/2016	15,838.98	AVC160265 09/28/2016	18.74	16.06
79	09/15/2016	152,923.73	AVC160265 09/28/2016	21.00	17.99
80	10/04/2016	168,749.27	AVC170023 10/31/2016	39.66	33.98
Total:				<u>\$29,455.83</u>	<u>\$29,014.43</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
2	R0A69	Final	1.675005
3	R1030	Final	1.675005
4	R1112	Final	1.675005
5	R1206	Final	0.887642
6	R1308	Final	0.887642
7	R1404	Final	0.887642
8	R1506	Final	0.887642
9	R1623	Final	0.887642
10	R1724	Final	0.887642
11	R1803	Final	0.887642
12	R1832	Final	0.887642
13	R1940	Final	0.887642
14	R1A41	Final	0.887642
17	AVC110065	Provisional	0.856825
18	AVC110089	Provisional	0.856825
0010303	~	Provisional	0.856825
21	AVC120056	Provisional	0.856825
22	AVC120085	Provisional	0.856825
23	AVC120105	Provisional	0.856825
24	AVC120117	Provisional	0.856825
25R	AVC120130	Provisional	0.856825
26	AVC120146	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
27	AVC120167	Provisional	0.856825
29	AVC130013	Provisional	0.856825
30	AVC130043	Provisional	0.856825
32A	AVC130098	Provisional	0.856825
32	AVC130109	Provisional	0.856825
33	AVC130109	Provisional	0.856825
33	AVC130133	Provisional	0.856825
34	AVC130134	Provisional	0.856825
34	AVC130154	Provisional	0.856825
35	AVC130154	Provisional	0.856825
35	AVC130175	Provisional	0.856825
36	AVC130175	Provisional	0.856825
37	AVC130185	Provisional	0.856825
38	AVC130193	Provisional	0.856825
39	AVC130219	Provisional	0.856825
42	AVC140007	Provisional	0.856825
41	AVC140025	Provisional	0.856825
43	AVC140029	Provisional	0.856825
44	AVC140048	Provisional	0.856825
45	AVC140067	Provisional	0.856825
45	AVC140088	Provisional	0.856825
47	AVC140112	Provisional	0.856825
48	AVC140130	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
 HARTIS, KAREN
 LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
49	AVC140157	Provisional	0.856825
51	AVC140174	Provisional	0.856825
52	AVC140199	Provisional	0.856825
53	AVC140286	Provisional	0.856825
54	AVC150004	Provisional	0.856825
55	AVC150004	Provisional	0.856825
56	AVC150031	Provisional	0.856825
57	AVC150057	Final	1.071031
58	AVC150074	Final	1.071031
59	AVC150102	Final	1.071031
60	AVC150117	Final	1.071031
59	AVC150118	Final	1.071031
60	AVC150136	Final	1.071031
61	AVC150160	Final	1.071031
62	AVC150162	Final	1.071031
62	AVC150178	Final	1.071031
63	AVC150197	Final	1.071031
64A	AVC150222	Final	1.071031
68	AVC160030	Final	1.071031
69	AVC160052	Provisional	0.856825
71	AVC160112	Provisional	0.856825
74	AVC160156	Provisional	0.856825
75	AVC160182	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOCIATES, INC.

EPA Contract Number: EPW10011

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00002	09/01/2011	09/30/2016
	00004	11/25/2012	08/27/2016
	2	07/01/2010	06/30/2011

Project Officer(s): CHAMBERS, CARLENE
HARTIS, KAREN
LABOMBARD, WILLIAM

Dates of Service: From: 07/01/2010 To: 09/30/2016

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$58,470.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
76	AVC160206	Provisional	0.856825
78	AVC160265	Provisional	0.856825
79	AVC160265	Provisional	0.856825
80	AVC170023	Provisional	0.856825

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ALION SCIENCE & TECHNOLOGY

EPA Contract Number: EPW06030

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00025	07/30/2011	01/27/2012
	18	10/01/2010	04/29/2011
	19	10/01/2010	05/27/2011
	24	07/01/2011	07/29/2011

Project Officer(s): HUMPHREY, MARVELYN

Dates of Service: From: 10/01/2010 To: 01/27/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$82,370.31

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
5-283915	11/05/2010	46,825.40	R1202 12/08/2010	720.68	206.90
5-283916	11/05/2010	4,175.11	R1202 12/08/2010	270.13	52.08
6-285283	12/14/2010	38,824.48	R1318 01/12/2011	15,341.73	2,958.05
6-285286	12/14/2010	2,977.38	R1318 01/12/2011	492.77	95.01
7-285797	01/06/2011	50,794.03	R1386 02/02/2011	20,267.49	3,907.80
7-285798	01/06/2011	4,856.61	R1386 02/02/2011	1,107.73	213.58
8-287274	02/07/2011	49,860.60	R1487 03/04/2011	15,663.29	3,020.05
8-287276	02/07/2011	3,925.01	R1487 03/04/2011	1,097.15	211.54
9-288360	03/07/2011	43,319.17	R1595 03/31/2011	11,433.51	2,204.51
10-289420	04/05/2011	4,820.83	R1704 05/04/2011	349.58	67.40
10-289423	04/05/2011	39,967.65	R1704 05/04/2011	441.76	85.18
11-290704	05/04/2011	14,377.59	R1806 06/01/2011	356.70	68.78
11-290705	05/04/2011	3,463.55	R1806 06/01/2011	524.37	101.10
12-291884	06/03/2011	5,329.83	R1921 07/05/2011	476.70	91.91
2-294136	08/08/2011	45,391.97	RCHC1 09/06/2011	312.45	60.24
3-295058	09/02/2011	5,270.27	ACHC11269 09/28/2011	49.56	7.14
4-296141	10/04/2011	6,383.64	AVC110023 11/08/2011	66.10	9.53
8-300348	02/02/2012	3,894.87	AVC120051 03/05/2012	33.05	4.76
Total:				\$69,004.75	\$13,365.56

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

ENVIRONMENTAL SERVICES ASSISTANCE TEAMS (EST)

Contractor Name: ALION SCIENCE & TECHNOLOGY

EPA Contract Number: EPW06030

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00025	07/30/2011	01/27/2012
	18	10/01/2010	04/29/2011
	19	10/01/2010	05/27/2011
	24	07/01/2011	07/29/2011

Project Officer(s): HUMPHREY, MARVELYN

Dates of Service: From: 10/01/2010 To: 01/27/2012

Summary of Service: ENVIRON SERVICES ASSIST TEAMS(SUB-REDI)

Total Costs: \$82,370.31

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
5-283915	R1202	Final	0.287095
5-283916	R1202	Final	0.192811
6-285283	R1318	Final	0.192811
6-285286	R1318	Final	0.192811
7-285797	R1386	Final	0.192811
7-285798	R1386	Final	0.192811
8-287274	R1487	Final	0.192811
8-287276	R1487	Final	0.192811
9-288360	R1595	Final	0.192811
10-289420	R1704	Final	0.192811
10-289423	R1704	Final	0.192811
11-290704	R1806	Final	0.192811
11-290705	R1806	Final	0.192811
12-291884	R1921	Final	0.192811
2-294136	RCHC1	Final	0.192811
3-295058	ACHC11269	Provisional	0.144154
4-296141	AVC110023	Provisional	0.144154
8-300348	AVC120051	Provisional	0.144154

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RECORDS MANAGEMENT/ DOCUMENT CONTROL

Contractor Name: SCIENCE APPLICATION INT'L CORP.
EPA Contract Number: EPR60801
Project Officer(s): HARTIS, KAREN
Dates of Service: From: 02/01/2009 To: 06/18/2010
Summary of Service: RECORDS MANAGEMENT, DOCUMENT CONTROL
Total Costs: \$1,019.94

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
8-10267-11	03/05/2009	108,308.63	R9928 04/06/2009	18.58
8-10267-17	09/01/2009	109,823.29	R0003 10/05/2009	474.65
8-10267-18	10/02/2009	108,626.95	R0091 11/03/2009	36.23
8-10267-19	11/02/2009	97,157.49	R0185 12/03/2009	185.78
8-10267-21	01/05/2010	82,935.90	R0375 02/04/2010	115.92
8-10267-22	02/01/2010	41,579.59	R0465 03/05/2010	14.49
770626	03/17/2010	68,337.48	R0605 04/21/2010	48.89
811373SP	04/14/2010	54,381.72	R0795 06/18/2010	29.60
905595	06/06/2010	76,111.19	R0834 07/02/2010	73.60
945633	07/07/2010	50,515.40	R0943 08/05/2010	22.20
Total:				<u>\$1,019.94</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RAC2)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: EPW06021

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00008	10/29/2011	01/27/2012
	8	09/26/2009	12/31/2010

Project Officer(s): THOMPSON, HENRY

Dates of Service: From: 09/26/2009 To: 01/27/2012

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$19,755.18

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>
A041	11/20/2009	37,741.02	R0225	12/15/2009	528.58
A042	12/21/2009	28,555.17	R0314	01/13/2010	616.86
A043	01/20/2010	33,812.85	R0406	02/12/2010	493.21
A044	02/19/2010	32,346.03	R0498	03/17/2010	2,302.55
A045	03/19/2010	11,724.85	R0588	04/14/2010	22.69
A052	10/20/2010	33,374.81	R1136	11/17/2010	302.48
A053	11/19/2010	33,404.81	R1225	12/14/2010	6,205.52
A054	12/20/2010	15,791.06	R1328	01/14/2011	4,092.11
A055	01/20/2011	22,839.10	R1433	02/16/2011	3,739.58
A066	12/19/2011	23,486.84	AVC120013	01/18/2012	617.92
A067	01/20/2012	12,940.04	AVC120039	02/16/2012	811.48
A068	02/17/2012	7,349.37	AVC120060	03/15/2012	22.20
Total:					<u>\$19,755.18</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: 68-W6-0036

Project Officer(s): REILLY, THOMAS
THOMPSON, HENRY

Dates of Service: From: 07/08/1996 To: 07/07/2006

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$10,951.41

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
72	06/20/2001	1,016,758.49	R1560 07/26/2001	1,363.24	65.99
73	07/20/2001	1,196,945.99	R1618 08/21/2001	168.26	8.14
75	08/20/2001	380,727.77	R1669 09/12/2001	83.93	4.06
2A	09/20/2001	963,603.35	R2040 10/22/2001	21.47	2.02
3A	10/19/2001	934,718.84	R2100 11/21/2001	349.34	32.81
5A	12/19/2001	1,183,578.40	R2225 01/23/2002	3,357.85	105.86
81	01/14/2002	35,282.11	R2269 02/14/2002	-2.91	-0.12
82	02/04/2002	660,792.35	R2306 03/07/2002	40.56	1.73
18A	10/18/2002	1,901,024.40	R3074 11/14/2002	427.69	13.48
19A	11/18/2002	1,390,680.34	R3129 12/16/2002	2,787.46	89.17
87	01/22/2003	9,458.23	03258 02/21/2003	-4.19	-0.18
87	01/22/2003	9,458.23	R3258 02/21/2003	0.00	0.00
88	02/11/2003	156,653.12	R3278 03/07/2003	54.54	2.39
25A	03/27/2003	125,883.76	R3354 04/24/2003	13.38	0.43
28A	06/20/2003	2,570,192.40	R3496 07/21/2003	466.24	14.91
29A	07/18/2003	2,046,546.39	R3541 08/18/2003	374.91	12.00
30A	07/25/2003	60,020.13	R3547 08/21/2003	124.32	3.98
31A	08/18/2003	2,271,142.97	R3595 09/16/2003	9.00	0.29
32A	08/25/2003	-142,258.64	R3595 09/16/2003	-20.37	-0.65
33A	09/03/2003	-133,860.63	R4039 10/22/2003	-23.12	-0.74
40A	02/20/2004	3,602,089.95	R4311 03/19/2004	182.91	5.00
45A	05/20/2004	1,545,637.67	R4472 06/18/2004	277.72	7.59
46A	06/17/2004	1,722,154.84	R4518 07/14/2004	326.02	8.91
52A	10/27/2004	16,334.28	R5115 11/24/2004	1.14	0.03
55A	01/06/2005	-10,601.34	05288 02/22/2005	-1.14	-0.05
95	01/14/2005	-13,233.00	05288 02/22/2005	-4.56	2.63
58A	01/26/2005	66,245.92	R5293 02/23/2005	173.35	7.57
68A	10/13/2005	15,058.36	R6071 11/09/2005	2.14	0.09

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.

EPA Contract Number: 68-W6-0036

Project Officer(s): REILLY, THOMAS
THOMPSON, HENRY

Dates of Service: From: 07/08/1996 To: 07/07/2006

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
74A	01/18/2006	969,299.83	06289 02/21/2006	-3.52	-0.16
80A	05/30/2006	-114,571.35	06570 07/13/2006	-5.26	-0.24
82A	07/19/2006	342,633.65	R6654 08/18/2006	38.94	1.78
89A	11/22/2006	1,694,905.53	R7B99 12/27/2006	1.13	0.05
JVH0815	01/11/2008	0.00	H0815 01/11/2008	-14.88	-1.46
JVH1247	02/26/2008	0.00	H1247 02/26/2008	-1.54	-0.12
110A	10/28/2010	2,967.76	R1166 11/26/2010	0.16	0.01
Total:				<u>\$10,564.21</u>	<u>\$387.20</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.
 EPA Contract Number: 68-W6-0036
 Project Officer(s): REILLY, THOMAS
 THOMPSON, HENRY
 Dates of Service: From: 07/08/1996 To: 07/07/2006
 Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
 Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
72	R1560	Final	0.048405
73	R1618	Final	0.048405
75	R1669	Final	0.048405
2A	R2040	Final	0.093931
3A	R2100	Final	0.093931
5A	R2225	Final	0.031527
81	R2269	Final	0.042609
82	R2306	Final	0.042609
18A	R3074	Final	0.031527
19A	R3129	Final	0.031989
87	03258	Final	0.043761
88	R3278	Final	0.043761
25A	R3354	Final	0.031989
28A	R3496	Final	0.031989
29A	R3541	Final	0.031989
30A	R3547	Final	0.031989
31A	R3595	Final	0.031989
32A	R3595	Final	0.031989
33A	R4039	Final	0.031989
40A	R4311	Final	0.027338
45A	R4472	Final	0.027338
46A	R4518	Final	0.027338
52A	R5115	Final	0.027338
55A	05288	Final	0.043689
95	05288	Final	-0.576935
58A	R5293	Final	0.043689
68A	R6071	Final	0.043689

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: CH2M HILL, INC.
EPA Contract Number: 68-W6-0036
Project Officer(s): REILLY, THOMAS
THOMPSON, HENRY
Dates of Service: From: 07/08/1996 To: 07/07/2006
Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)
Total Costs: \$10,951.41

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
74A	06289	Final	0.045777
80A	06570	Final	0.045777
82A	R6654	Final	0.045777
89A	R7B99	Final	0.045777
JVH0815	H0815	Final	0.098142
JVH1247	H1247	Provisional	0.076969
110A	R1166	Provisional	0.076969

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

RESPONSE ACTION CONTRACT SERVICES (RACS)

Contractor Name: EA ENGINEERING, SCIENCE, AND TECHNOLOGY, INC.

EPA Contract Number: EPW06004

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00046	08/27/2011	10/31/2018
	46	01/30/2010	08/26/2011

Project Officer(s): JOHNSON, WILLIAM
 MCCLURG, RENA
 THOMPSON, HENRY

Dates of Service: From: 01/30/2010 To: 10/31/2018

Summary of Service: RESPONSE ACTION CONTRACT-SUBCLASS(REDI)

Total Costs: \$80,000.00

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>
B64266	01/18/2011	56,106.61	11427	02/14/2011	47,117.00
B64941	02/18/2011	10,853.94	11538	03/17/2011	10,853.94
B65588	03/18/2011	3,442.40	11641	04/12/2011	3,442.40
B66234	04/15/2011	6,945.28	11727	05/11/2011	6,945.28
B66918	05/20/2011	3,618.91	11858	06/14/2011	3,618.91
B67549	06/17/2011	8,250.20	11959	07/13/2011	8,022.47
Total:					<u>\$80,000.00</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: 98616401

Project Officer(s): Kathleen Summers

Dates of Service: From: 10/01/1998 To: 12/31/2009

Summary of Service:

Total Costs: \$1,503.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A1	06/09/2004	0.00	3304SV124	06/09/2004	68.00
742677375A1	07/09/2004	0.00	3304SV141	07/09/2004	47.00
742677375A1	08/31/2004	0.00	3304SV163	08/31/2004	90.00
742677375A1	10/04/2004	0.00	3305SV013	10/04/2004	23.00
742677375A1	11/09/2004	0.00	3305SV024	11/09/2004	226.00
742677375A1	12/17/2004	0.00	3305SV032	12/17/2004	71.00
742677375A1	05/04/2005	35,880.00	51464853682	05/04/2005	156.00
742677375A1	11/03/2005	34,494.00	63144853682	11/03/2005	95.00
742677375A1	12/15/2005	61,014.00	63504853682	12/15/2005	125.00
742677375A1	01/05/2006	55,496.00	60104853682	01/05/2006	95.00
742677375A1	03/09/2006	50,388.00	60724853682	03/09/2006	53.00
742677375A1	03/02/2007	97,091.00	70664853682	03/02/2007	49.00
742677375A1	07/26/2007	49,958.00	72114853682	07/26/2007	54.00
742677375A1	08/24/2007	31,008.00	72404853682	08/24/2007	51.00
742677375A1	10/29/2007	15,924.00	83094853682	10/29/2007	98.00
742677375A1	11/28/2007	22,588.00	83344853682	11/28/2007	98.00
742677375A1	12/21/2007	61,806.00	83604853682	12/21/2007	51.00
742677375A1	02/28/2008	23,933.00	80604853682	02/28/2008	53.00
742677375A1	06/26/2008	33,027.00	81854853682	06/26/2008	54.00
742677375A1	08/13/2008	-34,294.00	82424853682	08/13/2008	-54.00
Total:					\$1,503.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V01F82601

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2020 To: 08/31/2024

Summary of Service:

Total Costs: \$1,180.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	10/27/2020	28,836.00	13014853682	10/27/2020	1,054.00
742677375A	12/11/2020	30,747.00	13464853682	12/11/2020	98.00
742677375A	03/09/2021	34,453.00	10684853682	03/09/2021	28.00
Total:					\$1,180.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666101

Project Officer(s): Kathy Gibson

Dates of Service: From: 04/01/2008 To: 08/31/2011

Summary of Service:

Total Costs: \$23,763.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375AV	08/13/2008	34,294.00	82484853682	08/13/2008	54.00
742677375AV	08/21/2008	12,186.00	82484853682	08/21/2008	992.00
742677375AV	08/29/2008	9,459.00	82524853682	08/29/2008	1,276.00
742677375AV	09/29/2008	5,011.00	92834853682	09/29/2008	-992.00
742677375AV	10/28/2008	12,650.00	93054853682	10/28/2008	54.00
742677375AV	12/03/2008	8,656.00	93404853682	12/03/2008	51.00
742677375AV	11/25/2009	17,040.00	03344853682	11/25/2009	217.00
742677375AV	12/28/2009	20,810.00	00254853682	12/28/2009	1,613.00
742677375AV	01/28/2010	15,524.00	00294853682	01/28/2010	846.00
742677375AV	02/25/2010	24,878.00	00574853682	02/25/2010	2,873.00
742677375AV	03/29/2010	25,230.00	00984853682	03/29/2010	2,191.00
742677375AV	04/28/2010	27,373.00	01234853682	04/28/2010	755.00
742677375AV	06/24/2010	30,201.00	01894853682	06/24/2010	570.00
742677375AV	08/04/2010	37,916.00	02174853682	08/04/2010	995.00
742677375AV	10/26/2010	37,211.00	13054853682	10/26/2010	280.00
742677375AV	11/19/2010	43,810.00	13264853682	11/19/2010	2,868.00
742677375AV	12/29/2010	0.00	3311SV072	12/29/2010	1,450.00
742677375AV	01/24/2011	23,690.00	10284853682	01/24/2011	429.00
742677375AV	05/02/2011	78,882.00	11264853682	05/02/2011	469.00
742677375AV	09/27/2011	137,189.00	12724853682	09/27/2011	6,772.00
Total:					\$23,763.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666102

Project Officer(s): KATHY GIBSON

Dates of Service: From: 09/01/2011 To: 08/31/2014

Summary of Service:

Total Costs: \$15,006.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	11/03/2011	25,804.00	23084853682	11/03/2011	826.00
742677375A	11/22/2011	22,023.00	23274853682	11/22/2011	882.00
742677375A	12/30/2011	21,810.00	23644853682	12/30/2011	569.00
742677375A	05/18/2012	85,429.00	21394853682	05/18/2012	1,917.00
742677375A	05/25/2012	35,817.00	21464853682	05/25/2012	417.00
742677375A	09/06/2012	46,928.00	22504853682	09/06/2012	913.00
742677375A	12/31/2012	121,214.00	33664853682	12/31/2012	1,685.00
742677375A	01/31/2013	29,403.00	30314853682	01/31/2013	1,762.00
742677375A	02/28/2013	26,722.00	30594853682	02/28/2013	870.00
742677375A	04/30/2013	31,242.00	31204853682	04/30/2013	1,096.00
742677375A	09/27/2013	134,781.00	32704853682	09/27/2013	325.00
742677375A	11/22/2013	26,398.00	43264853682	11/22/2013	19.00
742677375A	11/27/2013	26,583.00	43314853682	11/27/2013	225.00
742677375A	01/10/2014	10,223.00	40104853682	01/10/2014	38.00
742677375A	02/21/2014	9,971.00	40524853682	02/21/2014	36.00
742677375A	03/28/2014	18,631.00	40874853682	03/28/2014	145.00
742677375A	04/30/2014	22,502.00	41204853682	04/30/2014	20.00
742677375A	06/27/2014	14,530.00	41784853682	06/27/2014	440.00
742677375A	08/28/2014	28,296.00	42404853682	08/28/2014	2,251.00
742677375A	09/22/2014	0.00		09/22/2014	570.00
Total:					\$15,006.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666103

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2014 To: 08/31/2020

Summary of Service:

Total Costs: \$64,580.00

Drawdown Number	Drawdown Date	Drawdown Amount	Treasury Schedule Number and Date		Site Amount
742677375A	10/29/2014	24,519.00	53024853682	10/29/2014	20.00
742677375A	12/08/2014	24,735.00	53424853682	12/08/2014	760.00
742677375A	02/25/2015	15,341.00	50564853682	02/25/2015	224.00
742677375A	03/23/2015	12,775.00	50824853682	03/23/2015	870.00
742677375A	05/04/2015	18,110.00	51244853682	05/04/2015	383.00
742677375A	09/28/2016	37,746.00	62724853682	09/28/2016	721.00
742677375A	10/24/2016	24,419.00	72984853682	10/24/2016	771.00
742677375A	01/09/2017	80,298.00	70094853682	01/09/2017	2,960.00
742677375A	01/31/2017	23,655.00	70314853682	01/31/2017	478.00
742677375A	03/08/2017	31,881.00	70674853682	03/08/2017	1,919.00
742677375A	03/28/2017	32,614.00	70874853682	03/28/2017	664.00
742677375A	06/13/2017	41,306.00	71644853682	06/13/2017	762.00
742677375A	06/23/2017	28,885.00	71744853682	06/23/2017	2,701.00
742677375A	10/24/2017	70,246.00	82974853682	10/24/2017	8,330.00
742677375A	10/27/2017	21,177.00	83004853682	10/27/2017	6,660.00
742677375A	11/30/2017	18,922.00	83344853682	11/30/2017	3,785.00
742677375A	07/30/2018	242,949.00	82114853682	07/30/2018	5,393.00
742677375A	09/27/2018	74,639.00	82704853682	09/27/2018	12,280.00
742677375A	10/29/2018	39,840.00	93024853682	10/29/2018	1,572.00
742677375A	11/29/2018	39,193.00	93334853682	11/29/2018	603.00
742677375A	12/26/2018	28,922.00	93604853682	12/26/2018	138.00
742677375A	02/06/2019	28,708.00	90374853682	02/06/2019	194.00
742677375A	02/26/2019	22,226.00	90574853682	02/26/2019	129.00
742677375A	08/20/2019	188,033.00	92324853682	08/20/2019	6,809.00
742677375A	08/27/2019	38,176.00	92394853682	08/27/2019	586.00
742677375A	09/25/2019	31,235.00	92684853682	09/25/2019	885.00
742677375A	10/28/2019	36,907.00	03014853682	10/28/2019	1,259.00
742677375A	11/20/2019	8,862.00	03244853682	11/20/2019	34.00
742677375A	05/13/2020	166,945.00	01344853682	05/13/2020	113.00

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

SUPERFUND COOPERATIVE AGREEMENT (SCA)

State Agency: TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SCA Number: V96666103

Project Officer(s): VENA THOMAS

Dates of Service: From: 09/01/2014 To: 08/31/2020

Summary of Service:

Total Costs: \$64,580.00

<u>Drawdown Number</u>	<u>Drawdown Date</u>	<u>Drawdown Amount</u>	<u>Treasury Schedule Number and Date</u>		<u>Site Amount</u>
742677375A	05/18/2020	31,841.00	01394853682	05/18/2020	153.00
742677375A	06/30/2020	71,465.00	01824853682	06/30/2020	1,736.00
742677375A	07/28/2020	33,767.00	02104853682	07/28/2020	688.00
Total:					<u><u>\$64,580.00</u></u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL ASSISTANCE GRANT

Grantee: COASTAL BEND BAYS FOUNDATION

Grant Number: 197631401

Project Officer(s): David Birdsong

Dates of Service: From: 04/29/2003 To: 04/15/2007

Summary of Service:

Total Costs: \$30,441.13

Voucher		Voucher	Treasury Schedule		Site
Number		Date	Amount	Number and Date	Amount
EFT# 6820	REQL	07/14/2005	10,352.30	ACHC05196 07/19/2005	10,352.30
EFT# 66820	REQL	01/24/2006	4,465.27	ACHC06025 01/27/2006	4,465.27
EFT# 66820	REQL	05/03/2006	3,822.50	ACHC06124 05/08/2006	3,822.50
EFT# 6820	REQL	08/14/2006	1,282.48	ACHC06227 08/17/2006	1,282.48
EFT# 66820	REQL	11/06/2006	6,082.51	ACHC06311 11/09/2006	6,082.51
EFT# 66820	REQL	05/11/2007	2,620.26	ACHC07134 05/16/2007	2,620.26
EFT# 66820	REQL	06/13/2007	1,815.81	ACHC07165 06/18/2007	1,815.81
Total:					<u>\$30,441.13</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: MARASCO NEWTON GROUP, LTD.

EPA Contract Number: 68-W9-8105

Project Officer(s): GATSON, CRYSTAL
 RICH, MARY

Dates of Service: From: 08/28/2000 To: 02/24/2002

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$73,488.10

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number	Treasury Schedule and Date	Site Amount	Annual Allocation
2-7	10/19/2000	92,094.77	R1085	11/14/2000	904.11	306.90
2-8	11/20/2000	75,087.93	R1144	12/14/2000	3.11	0.84
2-9	12/19/2000	67,352.54	R1196	01/12/2001	33.11	8.99
2-10	01/18/2001	79,189.30	R1251	02/14/2001	916.46	248.87
2-11	02/22/2001	74,888.55	R1319	03/20/2001	2,697.27	732.47
2-12	03/19/2001	87,749.27	R1364	04/12/2001	4,016.50	1,090.71
2-13	04/19/2001	25,395.98	R1419	05/15/2001	718.35	195.07
3-1	04/19/2001	83,211.71	R1419	05/15/2001	3,688.69	1,001.69
3-2	05/18/2001	98,101.73	R1475	06/13/2001	1,492.14	405.20
3-3	06/20/2001	105,214.59	R1536	07/13/2001	307.22	83.43
3-5	08/17/2001	94,044.42	R1665	09/11/2001	277.62	75.39
3-6	09/20/2001	110,207.30	R2024	10/15/2001	253.60	68.87
3-7	10/18/2001	144,421.18	R2080	11/14/2001	2,518.42	683.90
3-8	11/20/2001	103,261.98	R2146	12/13/2001	4,063.68	1,103.52
3-9	12/20/2001	95,650.81	R2209	01/14/2002	12,922.16	3,509.12
3-10	01/18/2002	120,802.17	R2264	02/12/2002	11,339.60	3,079.36
3-11	02/20/2002	85,566.15	R2322	03/15/2002	9,428.11	2,560.28
3-12	03/20/2002	86,455.06	R2375	04/15/2002	2,165.33	588.01
Total:					\$57,745.48	\$15,742.62

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: MARASCO NEWTON GROUP, LTD.
EPA Contract Number: 68-W9-8105
Project Officer(s): GATSON, CRYSTAL
RICH, MARY
Dates of Service: From: 08/28/2000 To: 02/24/2002
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$73,488.10

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
2-7	R1085	Final	0.339448
2-8	R1144	Provisional	0.271558
2-9	R1196	Provisional	0.271558
2-10	R1251	Provisional	0.271558
2-11	R1319	Provisional	0.271558
2-12	R1364	Provisional	0.271558
2-13	R1419	Provisional	0.271558
3-1	R1419	Provisional	0.271558
3-2	R1475	Provisional	0.271558
3-3	R1536	Provisional	0.271558
3-5	R1665	Provisional	0.271558
3-6	R2024	Provisional	0.271558
3-7	R2080	Provisional	0.271558
3-8	R2146	Provisional	0.271558
3-9	R2209	Provisional	0.271558
3-10	R2264	Provisional	0.271558
3-11	R2322	Provisional	0.271558
3-12	R2375	Provisional	0.271558

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
 UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
 REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: COMPUTER SCIENCE CORPORATION

EPA Contract Number: EPW06046

Project Officer(s): TAYLOR, LUCINDA

Dates of Service: From: 04/03/2010 To: 04/01/2011

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$15,218.59

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
4791.1-0028	10/08/2010	1,164,928.50	R1105 11/05/2010	11.40	9.05
4791.1-0029	11/05/2010	942,892.07	R1188 12/03/2010	1,043.69	984.37
4791.1-0030	12/03/2010	904,209.71	R1278 12/30/2010	1,694.66	1,598.34
4791.1-0031	01/07/2011	1,055,363.09	R1397 02/07/2011	2,305.70	2,174.66
4791.1-0032	02/04/2011	1,004,296.70	R1486 03/03/2011	2,270.24	2,141.21
4791.1-0033	03/03/2011	1,023,396.17	R1609 04/05/2011	97.16	91.64
4791.1-0034	04/11/2011	1,218,730.95	R1714 05/06/2011	1.03	0.97
911RAFY1136	05/26/2011	469,584.30	R1882 06/21/2011	305.61	288.24
RAFY11-0043	03/28/2012	115,455.37	AVC120093 04/27/2012	87.01	113.61
Total:				<u>\$7,816.50</u>	<u>\$7,402.09</u>

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY
UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021
REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES & SUPPORT

Contractor Name: COMPUTER SCIENCE CORPORATION
EPA Contract Number: EPW06046
Project Officer(s): TAYLOR, LUCINDA
Dates of Service: From: 04/03/2010 To: 04/01/2011
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$15,218.59

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
4791.1-0028	R1105	Final	0.793822
4791.1-0029	R1188	Final	0.943165
4791.1-0030	R1278	Final	0.943165
4791.1-0031	R1397	Final	0.943165
4791.1-0032	R1486	Final	0.943165
4791.1-0033	R1609	Final	0.943165
4791.1-0034	R1714	Final	0.943165
911RAFY1136	R1882	Final	0.943165
RAFY11-0043	AVC120093	Final	1.305675

Reconciliation Pending

Contract Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TECHNICAL SERVICES AND SUPPORT

Contractor Name: WESTON SOLUTIONS, INC.

EPA Contract Number: EPS51702

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	00001	10/27/2018	01/29/2021

Project Officer(s): LABOMBARD, WILLIAM

Dates of Service: From: 10/27/2018 To: 01/29/2021

Summary of Service: TECHNICAL SERVICES AND SUPPORT

Total Costs: \$14,461.17

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
1-15	12/14/2018	549,714.85	AVC190094 01/28/2019	1,927.74
1-16	01/17/2019	538,709.82	AVC190117 02/11/2019	1,589.48
1-19	04/19/2019	606,619.77	AVC190191 05/08/2019	1,673.54
1-20	05/16/2019	1,110,194.27	AVC190211 06/05/2019	624.27
1-21	06/18/2019	685,324.99	AVC190230 07/01/2019	66.03
1-22	07/19/2019	731,201.79	AVC190263 08/12/2019	39.62
1-23	08/20/2019	499,747.79	AVC190287 09/11/2019	269.96
1-24	09/18/2019	427,218.58	AVC200001 10/01/2019	2,493.20
1-25	10/18/2019	520,577.93	AVC200034 11/07/2019	3,337.95
1-26	11/19/2019	502,576.16	AVC200071 12/11/2019	1,251.02
1-27	12/19/2019	422,090.71	AVC200092 01/08/2020	337.45
1-29	02/20/2020	389,465.82	AVC200163 03/19/2020	50.61
1-31	03/13/2020	393,674.63	AVC200192 04/07/2020	53.81
0001-33	05/14/2020	348,529.77	AVC200247 06/03/2020	151.29
0001-38	10/19/2020	454,445.67	AVC210030 11/06/2020	38.44
0001-39	11/12/2020	213,092.25	AVC210051 11/25/2020	337.43
0001-40	12/14/2020	310,748.19	AVC210082 12/31/2020	92.79
0001-41	01/20/2021	271,989.07	AVC210121 02/09/2021	8.44
0001-42	02/19/2021	356,337.63	AVC210154 03/10/2021	118.10
Total:				<u>\$14,461.17</u>

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs	\$98,227.78
	<hr/>
Total Financial Cost Summary	\$98,227.78
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Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40652</u>					
<u>EPA Contract Number: EPW05031, SHEALY ENVIRONMENTAL SERVICES, INC</u>					
120930	11/30/2010	3,686.44	R1265 12/27/2010	3,686.44	3,476.92
120931	11/30/2010	2,130.74	R1265 12/27/2010	2,130.74	2,009.64
120932	11/30/2010	2,428.74	R1265 12/27/2010	2,428.74	2,290.70
125671	08/01/2011	19.08	R1B11 08/24/2011	19.08	18.00
Totals for EPW05031:				\$8,265.00	\$7,795.26
<u>EPA Contract Number: EPW09035, A4 SCIENTIFIC INC</u>					
AR2010111	11/15/2010	980.10	R1227 12/15/2010	980.10	924.40
AR2010120	11/16/2010	1,430.55	R1227 12/15/2010	1,430.55	1,349.24
Totals for EPW09035:				\$2,410.65	\$2,273.64
Totals for Case Number 40652:				\$10,675.65	\$10,068.90

Case Number: 40691

<u>EPA Contract Number: EPW05036, A4 SCIENTIFIC INC</u>					
AR2010144	11/22/2010	6,185.55	R1242 12/17/2010	6,185.55	5,833.99
AR2010145	11/22/2010	2,535.52	R1242 12/17/2010	2,535.52	2,391.41
AR2010386	12/29/2010	990.00	R1358 01/25/2011	990.00	933.73
Totals for EPW05036:				\$9,711.07	\$9,159.13
<u>EPA Contract Number: EPW09035, A4 SCIENTIFIC INC</u>					
AR2010158	11/22/2010	924.00	R1249 12/21/2010	924.00	871.48
AR2010194	11/29/2010	228.80	R1269 12/28/2010	228.80	215.80
Totals for EPW09035:				\$1,152.80	\$1,087.28
Totals for Case Number 40691:				\$10,863.87	\$10,246.41

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number</u>	<u>and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40750</u>						
<u>EPA Contract Number: EPW05036, A4 SCIENTIFIC INC</u>						
AR2010307	12/28/2010	4,952.50	R1349	01/21/2011	4,952.50	4,671.02
AR2010308	12/28/2010	2,338.50	R1349	01/21/2011	2,338.50	2,205.59
AR2010402	12/31/2010	4,238.60	R1359	01/25/2011	4,238.60	3,997.70
AR2010415	01/05/2011	1,080.00	R1379	02/01/2011	1,080.00	1,018.62
Totals for EPW05036:					\$12,609.60	\$11,892.93
<u>EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.</u>						
304193	12/22/2010	1,339.30	R1341	01/20/2011	1,339.30	1,263.18
304194	12/21/2010	612.50	R1341	01/20/2011	612.50	577.69
304234A	01/03/2011	316.70	R1366	01/26/2011	316.70	298.70
304234B	01/03/2011	21.60	R1366	01/26/2011	21.60	20.37
Totals for EPW09038:					\$2,290.10	\$2,159.94
Totals for Case Number 40750:					\$14,899.70	\$14,052.87

Case Number: 40829EPA Contract Number: EPW05032, KAP TECHNOLOGIES INC.

2011041	02/01/2011	1,444.50	R1467	02/24/2011	1,444.50	1,362.40
2011042	02/01/2011	1,090.50	R1467	02/24/2011	1,090.50	1,028.52
2011043	02/01/2011	2,916.00	R1467	02/24/2011	2,916.00	2,750.27
2011044	02/01/2011	2,460.00	R1467	02/24/2011	2,460.00	2,320.19
2011045	02/01/2011	3,502.50	R1467	02/24/2011	3,502.50	3,303.44
Totals for EPW05032:					\$11,413.50	\$10,764.82

EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.

304388	01/21/2011	606.00	R1429	02/15/2011	606.00	571.56
304389	01/21/2011	434.00	R1429	02/15/2011	434.00	409.33
304482	01/24/2011	202.00	R1455	02/22/2011	202.00	190.52

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$98,227.78

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 40829</u>					
<u>EPA Contract Number: EPW09038, CHEMTECH CONSULTING GROUP, INC.</u>					
304483	01/21/2011	248.00	R1455 02/22/2011	248.00	233.90
304544	01/31/2011	260.00	R1464 02/23/2011	260.00	245.22
304545	01/31/2011	364.50	R1464 02/23/2011	364.50	343.78
304546	01/31/2011	583.20	R1464 02/23/2011	583.20	550.05
Totals for EPW09038:				\$2,697.70	\$2,544.36
Totals for Case Number 40829:				\$14,111.20	\$13,309.18
Totals for Routine Analytical Services:				\$50,550.42	\$47,677.36

Reconciliation Pending

Financial Cost Summary for the Contract Lab Program

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

CONTRACT LAB PROGRAM (CLP) COSTS

<u>Fiscal</u>		<u>SMO</u>
<u>Year</u>	<u>Rate Type</u>	<u>Rate</u>
2011	Final	0.943165

Reconciliation Pending

Miscellaneous (MIS) Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

Miscellaneous (MIS) Costs

Total Costs: \$-47,481.16

<u>Procurement Number</u>	<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Description</u>
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CONTRACT NAME NOT FOUND

0.00	05/16/2018	-14,990.00
0.00	04/18/2019	-22,476.11
0.00	04/23/2020	-10,103.71

Vendor Total:	\$-47,569.82
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BANKCARD

A3BK0000195	475035	07/03/2003	187,530.44	ACHC03190	07/11/2003	25.00	DOLLARS PUBLIC LIBRAR
A3BK0000195	475036	07/03/2003	187,530.44	ACHC03190	07/11/2003	0.48	DOLLARS PUBLIC LIBRAR
A3BK0000205	479127	07/18/2003	192,100.09	ACHC03204	07/25/2003	20.00	CONVENIENCE CHECK FE
A3BK0000205	479128	07/18/2003	192,100.09	ACHC03204	07/25/2003	0.38	CONVENIENCE CHECK FE
A3BK0000243	494037	09/03/2003	178,996.24	ACHC03262	09/23/2003	21.00	CONVENIENCE CHECK FE
A3BK0000243	494038	09/03/2003	178,996.24	ACHC03262	09/23/2003	0.40	CONVENIENCE CHECK FE
A4BK0000022	503402	10/01/2003	160,171.07	ACHC03296	10/27/2003	21.00	CONVENIENCE CHECK FE
A4BK0000022	503403	10/01/2003	160,171.07	ACHC03296	10/27/2003	0.40	CONVENIENCE CHECK FE

Vendor Total:	\$88.66
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Total Miscellaneous Costs:	\$-47,481.16
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Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2001	26,207.90	42.14%	11,043.99
2002	111,443.58	48.57%	54,128.17
2003	44,805.60	36.71%	16,448.16
2004	21,091.86	40.81%	8,607.56
2005	24,287.14	48.90%	11,876.40
2006	40,583.46	52.61%	21,350.92
2007	35,169.79	42.63%	14,992.87
2008	32,983.44	46.50%	15,337.29
2009	33,248.81	41.21%	13,701.82
2010	106,563.62	36.66%	39,066.21
2011	372,116.07	45.02%	167,526.61
2012	43,546.91	42.28%	18,411.62
2013	43,628.36	61.55%	26,853.29
2014	14,052.59	64.12%	9,010.49
2015	25,101.60	66.30%	16,642.33
2016	5,225.16	47.09%	2,460.55
2017	11,849.57	47.16%	5,588.24
2018	26,424.79	60.71%	16,042.48
2019	8,041.54	53.75%	4,322.38
2020	13,466.14	53.75%	7,238.06
2021	8,185.55	53.75%	4,399.75
	<u>1,048,023.48</u>		

Total EPA Indirect Costs

\$485,049.19

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2001	26	355.92	42.14%	149.98
			355.92		\$149.98
COOK, BRENDA	2001	06	664.96	42.14%	280.21
		07	166.24	42.14%	70.05
		09	260.03	42.14%	109.58
		10	390.03	42.14%	164.36
		14	390.03	42.14%	164.36
		15	346.70	42.14%	146.10
		22	216.69	42.14%	91.31
		23	130.00	42.14%	54.78
		24	433.63	42.14%	182.73
		25	260.03	42.14%	109.58
		26	693.39	42.14%	292.19
			3,951.73		\$1,665.25
HOCHSTETLER, JAMES	2001	19	196.96	42.14%	83.00
		20	236.35	42.14%	99.60
		23	39.39	42.14%	16.60
		25	39.39	42.14%	16.60
		27	196.96	42.14%	83.00
			709.05		\$298.80
WEBSTER, SUSAN	2001	07	44.81	42.14%	18.88
		08	48.23	42.14%	20.32
		09	50.10	42.14%	21.11
		10	50.10	42.14%	21.11
		11	50.10	42.14%	21.11

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WEBSTER, SUSAN	2001	12	50.10	42.14%	21.11
			293.44		\$123.64
Total Fiscal Year 2001 Payroll Direct Costs:			5,310.14		\$2,237.67

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	72	07/26/2001	1,363.24	65.99	42.14%	602.28
	73	08/21/2001	168.26	8.14	42.14%	74.33
	75	09/12/2001	83.93	4.06	42.14%	37.08
			1,615.43	78.19		\$713.69
68-W9-8105	2-7	11/14/2000	904.11	306.90	42.14%	510.32
	2-8	12/14/2000	3.11	0.84	42.14%	1.66
	2-9	01/12/2001	33.11	8.99	42.14%	17.74
	2-10	02/14/2001	916.46	248.87	42.14%	491.07
	2-11	03/20/2001	2,697.27	732.47	42.14%	1,445.29
	2-12	04/12/2001	4,016.50	1,090.71	42.14%	2,152.18
	3-1	05/15/2001	3,688.69	1,001.69	42.14%	1,976.53
	2-13	05/15/2001	718.35	195.07	42.14%	384.92
	3-2	06/13/2001	1,492.14	405.20	42.14%	799.54
	3-3	07/13/2001	307.22	83.43	42.14%	164.62

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W9-8105	3-5	09/11/2001	277.62	75.39	42.14%	148.76
			15,054.58	4,149.56		\$8,092.63
Total Fiscal Year 2001 Other Direct Costs:			16,670.01	4,227.75		\$8,806.32
Total Fiscal Year 2001:			26,207.90			\$11,043.99

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
BOLDEN, CARL	2002	16	201.39	48.57%	97.82
		18	51.89	48.57%	25.20
			253.28		\$123.02
CASANOVA, RAFAEL	2002	04	711.85	48.57%	345.75
		25	653.42	48.57%	317.37
		26	326.71	48.57%	158.68
		27	280.05	48.57%	136.02
			1,972.03		\$957.82
COMPTON, JOSEPH	2002	13	334.85	48.57%	162.64
		14	180.30	48.57%	87.57
		16	25.76	48.57%	12.51
		17	25.76	48.57%	12.51
		21	231.83	48.57%	112.60
		22	180.30	48.57%	87.57
		23	309.26	48.57%	150.21
		24	51.51	48.57%	25.02
		25	77.29	48.57%	37.54

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2002	26	154.55	48.57%	75.06
			1,571.41		\$763.23
COOK, BRENDA	2002	10	45.29	48.57%	22.00
			45.29		\$22.00
HOCHSTETLER, JAMES	2002	01	315.15	48.57%	153.07
		02	315.14	48.57%	153.06
		03	393.93	48.57%	191.33
		04	748.48	48.57%	363.54
		05	393.93	48.57%	191.33
		06	1,575.74	48.57%	765.34
		07	393.93	48.57%	191.33
		08	472.73	48.57%	229.60
		09	1,116.27	48.57%	542.17
		10	124.03	48.57%	60.24
		12	372.09	48.57%	180.72
		13	165.37	48.57%	80.32
		14	1,322.99	48.57%	642.58
		15	2,480.63	48.57%	1,204.84
		16	950.90	48.57%	461.85
		17	537.47	48.57%	261.05
		18	165.37	48.57%	80.32
		19	248.06	48.57%	120.48
		20	661.49	48.57%	321.29
		21	620.15	48.57%	301.21
		22	1,116.27	48.57%	542.17
		23	620.15	48.57%	301.21
		24	827.00	48.57%	401.67
		25	744.18	48.57%	361.45
		26	826.89	48.57%	401.62

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HOCHSTETLER, JAMES	2002	27	744.19	48.57%	361.45
			18,252.53		\$8,865.24
JOSIAM, RAJALAKSHMI	2002	21	78.84	48.57%	38.29
			78.84		\$38.29
LEGARE, AMY	2002	16	74.40	48.57%	36.14
		18	24.80	48.57%	12.05
			99.20		\$48.19
NEGRI, BEVERLY	2002	07	96.58	48.57%	46.91
		09	33.84	48.57%	16.44
		25	67.65	48.57%	32.86
		26	33.84	48.57%	16.44
		27	98.55	48.57%	47.87
			330.46		\$160.52
PARR, HENRY	2002	04	144.65	48.57%	70.26
		05	144.65	48.57%	70.26
		06	216.99	48.57%	105.39
		07	24.10	48.57%	11.71
		09	63.42	48.57%	30.80
		10	76.10	48.57%	36.96
		11	50.72	48.57%	24.63
		12	101.45	48.57%	49.27
		14	50.72	48.57%	24.63
		15	50.72	48.57%	24.63
		16	152.17	48.57%	73.91
		17	177.53	48.57%	86.23
		18	152.17	48.57%	73.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PARR, HENRY	2002	21	50.72	48.57%	24.63
		22	177.53	48.57%	86.23
		23	101.45	48.57%	49.27
		25	101.45	48.57%	49.27
		26	52.10	48.57%	25.30
		27	52.10	48.57%	25.30
			<u>1,940.74</u>		<u>\$942.59</u>
PEYCKE, MARK	2002	17	31.30	48.57%	15.20
		20	15.66	48.57%	7.61
			<u>46.96</u>		<u>\$22.81</u>
THOMAS, VENA	2002	23	102.82	48.57%	49.94
		24	11.43	48.57%	5.55
		26	34.27	48.57%	16.64
			<u>148.52</u>		<u>\$72.13</u>
TRACY, JANICE	2002	11	20.90	48.57%	10.15
			<u>20.90</u>		<u>\$10.15</u>
WERNER, ROBERT	2002	01	154.55	48.57%	75.06
		02	1,023.88	48.57%	497.30
		03	1,197.74	48.57%	581.74
		04	1,062.52	48.57%	516.07
		05	1,883.56	48.57%	914.85
		06	1,777.29	48.57%	863.23
		07	579.57	48.57%	281.50
		08	1,004.55	48.57%	487.91
		09	1,358.43	48.57%	659.79
		10	729.89	48.57%	354.51

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2002	12	364.95	48.57%	177.26
		13	0.00	48.57%	0.00
		14	243.30	48.57%	118.17
		15	831.28	48.57%	403.75
		16	2,362.06	48.57%	1,147.25
		17	1,398.98	48.57%	679.48
		18	892.11	48.57%	433.30
		19	851.55	48.57%	413.60
		20	1,125.27	48.57%	546.54
		21	486.61	48.57%	236.35
		22	1,297.61	48.57%	630.25
		23	648.80	48.57%	315.12
		24	446.06	48.57%	216.65
		25	486.61	48.57%	236.35
		26	162.20	48.57%	78.78
		27	91.24	48.57%	44.32
			22,460.61		\$10,909.13
Total Fiscal Year 2002 Payroll Direct Costs:			47,220.77		\$22,935.12

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	4504116	12/05/2001	560.53	48.57%	272.24
			560.53		\$272.24
HOCHSTETLER, JAMES	T6650781	12/10/2001	438.04	48.57%	212.75
	T6651013	01/24/2002	233.76	48.57%	113.54
			606.99	48.57%	294.83

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HOCHSTETLER, JAMES	TM0014940	02/08/2002	636.15	48.57%	308.98
			1,914.94		\$930.10
WERNER, ROBERT	T6650782	12/18/2001	367.21	48.57%	178.36
	T6651014	01/17/2002	595.61	48.57%	289.30
	TM0014951	02/20/2002	482.61	48.57%	234.40
			1,445.43		\$702.06
Total Fiscal Year 2002 Travel Direct Costs:			3,920.90		\$1,904.40

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-0083	T15-10	04/15/2002	350.65	119.94	48.57%	228.57
	T15-11	05/09/2002	787.50	269.36	48.57%	513.32
	T15-12	06/10/2002	0.28	0.10	48.57%	0.18
	T15-13	07/12/2002	1.18	0.40	48.57%	0.77
	T15-15	09/06/2002	1.68	0.57	48.57%	1.09
			1,141.29	390.37		\$743.93
68-W0-0091	1260-09	03/18/2002	94.13	21.76	48.57%	56.29
	1260-10	04/10/2002	18.62	4.30	48.57%	11.13
	1260-13	07/03/2002	285.58	66.01	48.57%	170.77
	1260-12	07/17/2002	34.64	8.01	48.57%	20.72
	1260-14	08/01/2002	7.32	1.69	48.57%	4.38
	1260-15	08/28/2002	28.93	6.69	48.57%	17.30
			469.22	108.46		\$280.59

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	2A	10/22/2001	21.47	2.02	48.57%	11.41
	3A	11/21/2001	349.34	32.81	48.57%	185.61
	5A	01/23/2002	3,357.85	105.86	48.57%	1,682.32
	81	02/14/2002	-2.91	-0.12	48.57%	-1.47
	82	03/07/2002	40.56	1.73	48.57%	20.54
			3,766.31	142.30		\$1,898.41
68-W9-8105	3-6	10/15/2001	253.60	68.87	48.57%	156.62
	3-7	11/14/2001	2,119.98	575.70	48.57%	1,309.29
			398.44	108.20	48.57%	246.08
	3-8	12/13/2001	4,063.68	1,103.52	48.57%	2,509.71
	3-9	01/14/2002	12,922.16	3,509.12	48.57%	7,980.67
	3-10	02/12/2002	11,339.60	3,079.36	48.57%	7,003.29
	3-11	03/15/2002	9,428.11	2,560.28	48.57%	5,822.76
	3-12	04/15/2002	2,165.33	588.01	48.57%	1,337.30
			42,690.90	11,593.06		\$26,365.72
Total Fiscal Year 2002 Other Direct Costs:			48,067.72	12,234.19		\$29,288.65
Total Fiscal Year 2002:			111,443.58			\$54,128.17

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2003	26	208.32	36.71%	76.47
		27	243.02	36.71%	89.21
			451.34		\$165.68
BOLDEN, CARL	2003	01	0.00	36.71%	0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BOLDEN, CARL	2003	02	259.47	36.71%	95.25
		03	311.35	36.71%	114.30
		04	311.35	36.71%	114.30
		05	155.68	36.71%	57.15
		06	77.84	36.71%	28.58
		08	25.95	36.71%	9.53
		09	107.19	36.71%	39.35
			<u>1,248.83</u>		<u>\$458.46</u>
CASANOVA, RAFAEL	2003	01	186.69	36.71%	68.53
		02	746.76	36.71%	274.14
		03	1,213.48	36.71%	445.47
		04	700.09	36.71%	257.00
		05	373.38	36.71%	137.07
		08	700.09	36.71%	257.00
		09	578.58	36.71%	212.40
		10	385.72	36.71%	141.60
		12	771.44	36.71%	283.20
		13	144.65	36.71%	53.10
		16	48.73	36.71%	17.89
		17	389.77	36.71%	143.08
		18	97.44	36.71%	35.77
		19	779.55	36.71%	286.17
		20	<u>487.25</u>	<u>36.71%</u>	<u>178.87</u>
			<u>7,603.62</u>		<u>\$2,791.29</u>
COMPTON, JOSEPH	2003	01	77.27	36.71%	28.37
		02	51.51	36.71%	18.91
		05	154.55	36.71%	56.74
		06	51.51	36.71%	18.91
		08	51.51	36.71%	18.91
		09	186.66	36.71%	68.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2003	10	13.72	36.71%	5.04
		11	27.43	36.71%	10.07
		12	54.89	36.71%	20.15
		13	164.63	36.71%	60.44
		14	124.72	36.71%	45.78
		15	27.72	36.71%	10.18
		17	13.89	36.71%	5.10
		27	13.84	36.71%	5.08
			<u>1,013.85</u>		<u>\$372.20</u>
HOCHSTETLER, JAMES	2003	02	614.92	36.71%	225.74
		03	1,147.85	36.71%	421.38
		04	2,336.72	36.71%	857.81
		05	1,065.86	36.71%	391.28
		06	40.99	36.71%	15.05
			<u>5,206.34</u>		<u>\$1,911.26</u>
HONKER, WILLIAM	2003	01	16.58	36.71%	6.09
			<u>16.58</u>		<u>\$6.09</u>
IVENER, BROOKE M.	2003	01	21.42	36.71%	7.86
		02	228.43	36.71%	83.86
		03	142.78	36.71%	52.41
		04	21.43	36.71%	7.87
			<u>414.06</u>		<u>\$152.00</u>
MILLER, PATRICE	2003	27	14.75	36.71%	5.41
			<u>14.75</u>		<u>\$5.41</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2003	13	349.94	36.71%	128.46
			349.94		\$128.46
PARR, HENRY	2003	01	104.21	36.71%	38.26
		02	154.95	36.71%	56.88
		03	103.31	36.71%	37.93
		04	154.95	36.71%	56.88
		05	206.59	36.71%	75.84
		06	154.95	36.71%	56.88
		08	129.12	36.71%	47.40
		09	53.48	36.71%	19.63
		11	160.46	36.71%	58.90
		12	53.48	36.71%	19.63
		14	54.03	36.71%	19.83
		21	54.03	36.71%	19.83
			1,383.56		\$507.89
RILEY, JOHN	2003	02	189.81	36.71%	69.68
			189.81		\$69.68
SUTTICE, ETHEL	2003	20	87.60	36.71%	32.16
			87.60		\$32.16
THOMAS, VENA	2003	18	24.33	36.71%	8.93
			24.33		\$8.93
WERNER, ROBERT	2003	02	121.65	36.71%	44.66
		03	40.55	36.71%	14.89
		05	851.55	36.71%	312.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2003	06	40.55	36.71%	14.89
		08	648.80	36.71%	238.17
		09	1,969.17	36.71%	722.88
		10	1,906.32	36.71%	699.81
		11	1,822.53	36.71%	669.05
		12	1,843.49	36.71%	676.75
		13	460.86	36.71%	169.18
		14	370.51	36.71%	136.01
		15	201.15	36.71%	73.84
		16	1,037.38	36.71%	380.82
		17	889.19	36.71%	326.42
		18	973.86	36.71%	357.50
		19	635.13	36.71%	233.16
		20	1,100.89	36.71%	404.14
		21	952.70	36.71%	349.74
		22	1,503.15	36.71%	551.81
		23	456.53	36.71%	167.59
		24	565.22	36.71%	207.49
		26	130.44	36.71%	47.88
			18,521.62		\$6,799.28

Total Fiscal Year 2003 Payroll Direct Costs:

36,526.23

\$13,408.79

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0064302	10/16/2002	98.40	36.71%	36.12
	TM0066134	11/04/2002	287.90	36.71%	105.69
	TM0069020	11/21/2002	583.89	36.71%	214.34
	TM0072626	12/11/2002	187.98	36.71%	69.01

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0094352	03/24/2003	379.84	36.71%	139.45
			1,538.01		\$564.61
IVENER, BROOKE M.	TM0066126	11/06/2002	63.89	36.71%	23.46
			63.89		\$23.46
WERNER, ROBERT	TM0094698	03/20/2003	364.90	36.71%	133.95
	TM0134031	08/25/2003	573.86	36.71%	210.66
			938.76		\$344.61
Total Fiscal Year 2003 Travel Direct Costs:			2,540.66		\$932.68

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W0-0083	T15-20	03/13/2003	-41.56	-14.22	36.71%	-20.48
	T15-22	05/08/2003	393.98	134.76	36.71%	194.10
	T15-23	06/12/2003	618.23	211.46	36.71%	304.58
			970.65	332.00		\$478.20
68-W6-0036	18A	11/14/2002	427.69	13.48	36.71%	161.95
	19A	12/16/2002	2,787.46	89.17	36.71%	1,056.01
	87	02/21/2003	-4.19	-0.18	36.71%	-1.60
			-4.19	-0.18	36.71%	-1.60
			4.19	0.18	36.71%	1.60
	88	03/07/2003	54.54	2.39	36.71%	20.90
	25A	04/24/2003	13.38	0.43	36.71%	5.07
	28A	07/21/2003	466.24	14.91	36.71%	176.63

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	29A	08/18/2003	24.30	0.78	36.71%	9.21
			350.61	11.22	36.71%	132.83
	30A	08/21/2003	124.32	3.98	36.71%	47.10
	32A	09/16/2003	-20.37	-0.65	36.71%	-7.72
	31A	09/16/2003	9.00	0.29	36.71%	3.41
			4,232.98	135.82		\$1,603.79
A3BK0000195	475036	07/11/2003	0.48	0.00	36.71%	0.18
	475035	07/11/2003	25.00	0.00	36.71%	9.18
			25.48	0.00		\$9.36
A3BK0000205	479128	07/25/2003	0.38	0.00	36.71%	0.14
	479127	07/25/2003	20.00	0.00	36.71%	7.34
			20.38	0.00		\$7.48
A3BK0000243	494037	09/23/2003	21.00	0.00	36.71%	7.71
	494038	09/23/2003	0.40	0.00	36.71%	0.15
			21.40	0.00		\$7.86
Total Fiscal Year 2003 Other Direct Costs:			5,270.89	467.82		\$2,106.69
Total Fiscal Year 2003:			44,805.60			\$16,448.16

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2004	01	104.15	40.81%	42.50
		02	572.22	40.81%	233.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2004	03	750.47	40.81%	306.27
		04	1,012.52	40.81%	413.21
		05	583.70	40.81%	238.21
		06	47.98	40.81%	19.58
		08	11.92	40.81%	4.86
		10	1,061.81	40.81%	433.32
		11	951.96	40.81%	388.49
		12	427.17	40.81%	174.33
		13	85.45	40.81%	34.87
		16	99.64	40.81%	40.66
		18	1,208.07	40.81%	493.01
		19	161.93	40.81%	66.08
		20	49.82	40.81%	20.33
		21	286.47	40.81%	116.91
		22	124.55	40.81%	50.83
		23	311.38	40.81%	127.07
		24	49.82	40.81%	20.33
		25	24.90	40.81%	10.16
		26	199.27	40.81%	81.32
			8,125.20		\$3,315.86
CASANOVA, RAFAEL	2004	08	100.16	40.81%	40.88
		10	51.24	40.81%	20.91
		11	307.42	40.81%	125.46
		17	418.58	40.81%	170.82
		18	994.13	40.81%	405.70
		19	2,668.46	40.81%	1,089.00
		20	209.29	40.81%	85.41
		22	209.30	40.81%	85.42
		25	104.66	40.81%	42.71
			5,063.24		\$2,066.31

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CHRISTIAN, DORETHA	2004	23	95.55	40.81%	38.99
			95.55		\$38.99
COMPTON, JOSEPH	2004	02	69.29	40.81%	28.28
		03	27.72	40.81%	11.31
		04	27.72	40.81%	11.31
		06	27.72	40.81%	11.31
		10	56.83	40.81%	23.19
		11	170.50	40.81%	69.58
		12	85.26	40.81%	34.79
		13	28.42	40.81%	11.60
		20	840.81	40.81%	343.13
		21	550.88	40.81%	224.81
		23	290.11	40.81%	118.39
		24	57.98	40.81%	23.66
		25	492.89	40.81%	201.15
		26	57.98	40.81%	23.66
		27	86.97	40.81%	35.49
			2,871.08		\$1,171.66
CONTRERAS, ROBERT	2004	23	39.13	40.81%	15.97
			39.13		\$15.97
HEPOLA, JOHN	2004	05	33.29	40.81%	13.59
			33.29		\$13.59
MILLER, PATRICE	2004	04	30.57	40.81%	12.48

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MILLER, PATRICE	2004	05	118.13	40.81%	48.21
			148.70		\$60.69
NEGRI, BEVERLY	2004	05	134.78	40.81%	55.00
		06	1,173.56	40.81%	478.93
		08	70.71	40.81%	28.86
		09	36.23	40.81%	14.79
		11	72.45	40.81%	29.57
		13	108.69	40.81%	44.36
		15	147.92	40.81%	60.37
		16	73.95	40.81%	30.18
		21	110.95	40.81%	45.28
		22	147.92	40.81%	60.37
			2,077.16		\$847.71
PARR, HENRY	2004	06	27.02	40.81%	11.03
		08	27.02	40.81%	11.03
		11	55.42	40.81%	22.62
		18	56.56	40.81%	23.08
		19	56.56	40.81%	23.08
			222.58		\$90.84
WERNER, ROBERT	2004	03	141.33	40.81%	57.68
		08	10.88	40.81%	4.44
		13	77.90	40.81%	31.79
		16	22.73	40.81%	9.28

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WERNER, ROBERT	2004	18	0.00	40.81%	0.00
			252.84		\$103.19
Total Fiscal Year 2004 Payroll Direct Costs:			18,928.77		\$7,724.81

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	TM0183863	02/13/2004	362.95	40.81%	148.12
			362.95		\$148.12
CASANOVA, RAFAEL	TM0181510	02/18/2004	166.67	40.81%	68.01
	TM0228932	07/07/2004	126.18	40.81%	51.50
			292.85		\$119.51
NEGRI, BEVERLY	TM0172075	12/18/2003	496.60	40.81%	202.66
			496.60		\$202.66
Total Fiscal Year 2004 Travel Direct Costs:			1,152.40		\$470.29

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	33A	10/22/2003	-11.56	-0.37	40.81%	-4.87
			-11.56	-0.37	40.81%	-4.87
	40A	03/19/2004	182.91	5.00	40.81%	76.69
	45A	06/18/2004	277.72	7.59	40.81%	116.44

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
68-W6-0036	46A	07/14/2004	326.02	8.91	40.81%	136.68
			763.53	20.76		\$320.07
98616401	742677375A1	06/09/2004	68.00	0.00	40.81%	27.75
		07/09/2004	47.00	0.00	40.81%	19.18
		08/31/2004	90.00	0.00	40.81%	36.73
			205.00	0.00		\$83.66
A4BK0000022	503402	10/27/2003	21.00	0.00	40.81%	8.57
	503403	10/27/2003	0.40	0.00	40.81%	0.16
			21.40	0.00		\$8.73
Total Fiscal Year 2004 Other Direct Costs:			989.93	20.76		\$412.46
Total Fiscal Year 2004:			21,091.86			\$8,607.56

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2005	03	50.01	48.90%	24.45
		05	37.49	48.90%	18.33
		08	512.57	48.90%	250.65
		09	1,343.80	48.90%	657.12
		10	400.55	48.90%	195.87
		11	245.52	48.90%	120.06
		12	64.60	48.90%	31.59
		13	51.69	48.90%	25.28
		14	1,111.22	48.90%	543.39
		15	90.44	48.90%	44.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2005	16	51.69	48.90%	25.28
		18	116.29	48.90%	56.87
		19	38.75	48.90%	18.95
		20	64.61	48.90%	31.59
		24	258.42	48.90%	126.37
		25	762.34	48.90%	372.78
		26	318.71	48.90%	155.85
		27	413.49	48.90%	202.20
			<u>5,932.19</u>		<u>\$2,900.86</u>
BIRDSONG, DAVID	2005	23	239.40	48.90%	117.07
			<u>239.40</u>		<u>\$117.07</u>
BOLDEN, CARL	2005	27	121.31	48.90%	59.32
			<u>121.31</u>		<u>\$59.32</u>
CASANOVA, RAFAEL	2005	07	945.52	48.90%	462.36
		10	217.90	48.90%	106.55
		11	708.16	48.90%	346.29
		12	81.72	48.90%	39.96
		13	217.91	48.90%	106.56
		15	108.95	48.90%	53.28
		20	54.49	48.90%	26.65
		25	903.88	48.90%	442.00
		26	114.25	48.90%	55.87
			<u>3,352.78</u>		<u>\$1,639.52</u>
COMPTON, JOSEPH	2005	02	378.36	48.90%	185.02
		05	14.55	48.90%	7.11
		08	43.65	48.90%	21.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2005	09	135.84	48.90%	66.43
		14	31.03	48.90%	15.17
		15	170.63	48.90%	83.44
		16	15.50	48.90%	7.58
		19	93.07	48.90%	45.51
		20	124.09	48.90%	60.68
		21	31.03	48.90%	15.17
		23	155.12	48.90%	75.85
		24	412.01	48.90%	201.47
		25	558.44	48.90%	273.08
		26	155.12	48.90%	75.85
		27	31.03	48.90%	15.17
			<u>2,349.47</u>		<u>\$1,148.87</u>
CONTRERAS, ROBERT	2005	13	41.60	48.90%	20.34
			<u>41.60</u>		<u>\$20.34</u>
HEPOLA, JOHN	2005	14	107.95	48.90%	52.79
		16	35.98	48.90%	17.59
			<u>143.93</u>		<u>\$70.38</u>
MILLER, PATRICE	2005	08	14.58	48.90%	7.13
		09	89.35	48.90%	43.69
		26	93.94	48.90%	45.94
		27	60.85	48.90%	29.76
			<u>258.72</u>		<u>\$126.52</u>
NEGRI, BEVERLY	2005	07	76.21	48.90%	37.27
		10	118.64	48.90%	58.01
		15	118.64	48.90%	58.01

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2005	19	237.31	48.90%	116.04
			550.80		\$269.33
WERNER, ROBERT	2005	27	123.38	48.90%	60.33
			123.38		\$60.33
Total Fiscal Year 2005 Payroll Direct Costs:			13,113.58		\$6,412.54

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 6820	REQUE: 07/19/2005	10,352.30	0.00	48.90%	5,062.27
			10,352.30	0.00		\$5,062.27
68-W0-0083	T15-38	10/08/2004	15.45	5.28	48.90%	10.14
	ESS2FY0315	02/17/2005	39.32	13.45	48.90%	25.80
	ESS2FY0215	02/17/2005	69.14	23.65	48.90%	45.37
			123.91	42.38		\$81.31
68-W6-0036	52A	11/24/2004	1.14	0.03	48.90%	0.57
	95	02/22/2005	-4.56	2.63	48.90%	-0.94
	55A	02/22/2005	-1.14	-0.05	48.90%	-0.58
	58A	02/23/2005	173.35	7.57	48.90%	88.47
			168.79	10.18		\$87.52
98616401	742677375A1	10/04/2004	23.00	0.00	48.90%	11.25
		11/09/2004	226.00	0.00	48.90%	110.51
		12/17/2004	71.00	0.00	48.90%	34.72

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
98616401	742677375A1	05/04/2005	156.00	0.00	48.90%	76.28
			476.00	0.00		\$232.76
Total Fiscal Year 2005 Other Direct Costs:			11,121.00	52.56		\$5,463.86
Total Fiscal Year 2005:			24,287.14			\$11,876.40

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2006	02	956.73	52.61%	503.34
		03	305.62	52.61%	160.79
		04	451.79	52.61%	237.69
		06	26.57	52.61%	13.98
		07	106.30	52.61%	55.92
		09	109.57	52.61%	57.64
		10	95.87	52.61%	50.44
		11	82.17	52.61%	43.23
		12	424.59	52.61%	223.38
		13	82.18	52.61%	43.23
		14	13.69	52.61%	7.20
		15	109.57	52.61%	57.64
		16	136.96	52.61%	72.05
		17	342.40	52.61%	180.14
		18	643.72	52.61%	338.66
		19	301.33	52.61%	158.53
		20	68.48	52.61%	36.03
		21	238.12	52.61%	125.27
		22	1,013.56	52.61%	533.23
		23	41.09	52.61%	21.62
		24	1,079.26	52.61%	567.80

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2006	25	729.22	52.61%	383.64
		26	219.16	52.61%	115.30
		27	506.79	52.61%	266.62
			8,084.74		\$4,253.37
BOLDEN, CARL	2006	07	727.82	52.61%	382.91
		09	846.16	52.61%	445.16
		15	62.67	52.61%	32.97
		17	125.35	52.61%	65.95
		18	805.90	52.61%	423.98
		19	347.14	52.61%	182.63
		22	515.72	52.61%	271.32
		23	193.39	52.61%	101.74
		24	322.32	52.61%	169.57
		25	257.87	52.61%	135.67
		26	257.86	52.61%	135.66
		27	161.17	52.61%	84.79
			4,623.37		\$2,432.35
CASANOVA, RAFAEL	2006	03	108.95	52.61%	57.32
		10	942.77	52.61%	495.99
		11	394.10	52.61%	207.34
		12	577.07	52.61%	303.60
		13	161.08	52.61%	84.74
		17	345.09	52.61%	181.55
		21	476.80	52.61%	250.84
		22	1,198.04	52.61%	630.29
			4,203.90		\$2,211.67
COMPTON, JOSEPH	2006	02	155.13	52.61%	81.61
		03	248.19	52.61%	130.57

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
COMPTON, JOSEPH	2006	07	310.24	52.61%	163.22
		10	32.13	52.61%	16.90
		11	16.02	52.61%	8.43
		12	32.07	52.61%	16.87
		15	160.33	52.61%	84.35
		16	288.59	52.61%	151.83
		17	192.40	52.61%	101.22
		18	262.26	52.61%	137.97
		19	224.48	52.61%	118.10
		20	64.14	52.61%	33.74
		22	448.91	52.61%	236.17
		23	224.46	52.61%	118.09
		24	96.20	52.61%	50.61
		25	160.31	52.61%	84.34
		26	192.41	52.61%	101.23
		27	545.15	52.61%	286.80
			3,653.42		\$1,922.05
		HEPOLA, JOHN	2006	26	18.62
18.62					\$9.80
MILLER, PATRICE	2006	02	212.85	52.61%	111.98
		03	152.13	52.61%	80.04
			364.98		\$192.02
PARR, HENRY	2006	19	124.12	52.61%	65.30
		22	62.08	52.61%	32.66
			186.20		\$97.96

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PEYCKE, MARK	2006	26	18.99	52.61%	9.99
			18.99		\$9.99
SHADE, KEVIN	2006	22	130.59	52.61%	68.70
			130.59		\$68.70
WERNER, ROBERT	2006	04	49.36	52.61%	25.97
		07	222.08	52.61%	116.84
			271.44		\$142.81
Total Fiscal Year 2006 Payroll Direct Costs:			21,556.25		\$11,340.72

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0368569	11/21/2005	76.61	52.61%	40.31
			76.61		\$40.31
Total Fiscal Year 2006 Travel Direct Costs:			76.61		\$40.31

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 66820	REQUE 01/27/2006	4,465.27	0.00	52.61%	2,349.18
	EFT# 66820	REQUE 05/08/2006	3,822.50	0.00	52.61%	2,011.02

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
197631401	EFT# 6820	REQUE: 08/17/2006	1,282.48	0.00	52.61%	674.71
			9,570.25	0.00		\$5,034.91
68-W6-0036	68A	11/09/2005	2.14	0.09	52.61%	1.17
	74A	02/21/2006	-3.52	-0.16	52.61%	-1.94
	80A	07/13/2006	-5.26	-0.24	52.61%	-2.89
	82A	08/18/2006	38.94	1.78	52.61%	21.42
			32.30	1.47		\$17.76
98616401	742677375A1	11/03/2005	95.00	0.00	52.61%	49.98
		12/15/2005	125.00	0.00	52.61%	65.76
		01/05/2006	95.00	0.00	52.61%	49.98
		03/09/2006	53.00	0.00	52.61%	27.88
			368.00	0.00		\$193.60
EPW05013	19-04	12/01/2005	3,777.70	1,135.67	52.61%	2,584.92
	20-04	01/06/2006	2,770.80	832.97	52.61%	1,895.94
	21-04	02/08/2006	354.78	106.66	52.61%	242.76
			6,903.28	2,075.30		\$4,723.62
Total Fiscal Year 2006 Other Direct Costs:			16,873.83	2,076.77		\$9,969.89
Total Fiscal Year 2006:			40,583.46			\$21,350.92

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2007	01	1,342.27	42.63%	572.21

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2007	03	54.79	42.63%	23.36
		04	493.09	42.63%	210.20
		05	13.69	42.63%	5.84
		06	1,465.51	42.63%	624.75
		07	958.77	42.63%	408.72
		08	84.14	42.63%	35.87
		09	97.87	42.63%	41.72
		10	55.92	42.63%	23.84
		11	757.18	42.63%	322.79
		12	265.63	42.63%	113.24
		13	98.14	42.63%	41.84
		14	168.28	42.63%	71.74
		15	56.09	42.63%	23.91
		18	378.59	42.63%	161.39
		22	42.06	42.63%	17.93
		23	56.09	42.63%	23.91
		25	659.01	42.63%	280.94
		26	140.22	42.63%	59.78
			7,187.34		\$3,063.98
BIRDSONG, DAVID	2007	06	87.06	42.63%	37.11
		09	43.16	42.63%	18.40
		11	44.57	42.63%	19.00
		12	68.80	42.63%	29.33
		13	44.02	42.63%	18.77
		14	91.75	42.63%	39.11
		15	114.67	42.63%	48.88
		16	160.55	42.63%	68.44
		18	87.68	42.63%	37.38
		19	114.67	42.63%	48.88
		22	132.08	42.63%	56.31
		23	67.47	42.63%	28.76
		24	22.94	42.63%	9.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BIRDSONG, DAVID	2007	25	68.80	42.63%	29.33
			1,148.22		\$489.48
BOLDEN, CARL	2007	01	515.74	42.63%	219.86
		02	257.87	42.63%	109.93
		03	318.65	42.63%	135.84
		04	153.44	42.63%	65.41
		07	386.81	42.63%	164.90
		09	132.20	42.63%	56.36
		10	132.21	42.63%	56.36
		11	165.25	42.63%	70.45
		12	165.26	42.63%	70.45
		14	198.31	42.63%	84.54
		18	396.60	42.63%	169.07
		22	132.21	42.63%	56.36
		23	264.41	42.63%	112.72
		24	231.35	42.63%	98.62
		25	330.51	42.63%	140.90
		26	132.21	42.63%	56.36
			3,913.03		\$1,668.13
BRADSHER, JAMIE	2007	18	81.84	42.63%	34.89
			81.84		\$34.89
CASANOVA, RAFAEL	2007	03	938.13	42.63%	399.92
		07	0.00	42.63%	0.00
			390.28	42.63%	166.38
		08	175.10	42.63%	74.65
		11	114.03	42.63%	48.61
		18	290.79	42.63%	123.96
		23	142.54	42.63%	60.76

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2007	24	1,521.13	42.63%	648.46
		25	173.12	42.63%	73.80
			3,745.12		\$1,596.54
CHAVARRIA, GUSTAVO	2007	26	64.60	42.63%	27.54
			64.60		\$27.54
COMPTON, JOSEPH	2007	01	416.86	42.63%	177.71
		02	288.58	42.63%	123.02
		03	577.22	42.63%	246.07
		04	158.89	42.63%	67.73
		05	91.87	42.63%	39.16
		06	256.54	42.63%	109.36
		08	427.03	42.63%	182.04
		09	101.24	42.63%	43.16
		10	67.48	42.63%	28.77
		11	236.18	42.63%	100.68
		12	168.71	42.63%	71.92
		13	67.48	42.63%	28.77
		14	33.74	42.63%	14.38
		15	337.42	42.63%	143.84
		16	134.98	42.63%	57.54
		18	674.83	42.63%	287.68
		19	134.97	42.63%	57.54
		22	202.45	42.63%	86.30
		23	657.95	42.63%	280.48
		24	725.44	42.63%	309.26
		25	506.13	42.63%	215.76
		26	67.48	42.63%	28.77
			6,333.47		\$2,699.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HEPOLA, JOHN	2007	11	19.43	42.63%	8.28
		24	38.65	42.63%	16.48
		25	116.70	42.63%	49.75
		26	58.42	42.63%	24.90
			<u>233.20</u>		<u>\$99.41</u>
NEGRI, BEVERLY	2007	04	77.98	42.63%	33.24
		13	41.90	42.63%	17.86
		14	41.91	42.63%	17.87
		19	83.82	42.63%	35.73
			<u>245.61</u>		<u>\$104.70</u>
PEYCKE, MARK	2007	12	61.25	42.63%	26.11
		24	81.66	42.63%	34.81
		25	158.25	42.63%	67.46
		26	58.35	42.63%	24.87
			<u>359.51</u>		<u>\$153.25</u>
SHADE, KEVIN	2007	01	160.13	42.63%	68.26
		02	113.82	42.63%	48.52
		18	172.59	42.63%	73.58
			<u>446.54</u>		<u>\$190.36</u>
THOMAS, VENA	2007	11	29.69	42.63%	12.66
			<u>29.69</u>		<u>\$12.66</u>
WILLIAMS, DONALD	2007	25	267.28	42.63%	113.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
WILLIAMS, DONALD	2007	26	66.82	42.63%	28.49
			334.10		\$142.43
Total Fiscal Year 2007 Payroll Direct Costs:			24,122.27		\$10,283.31

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	TM0545051	09/05/2007	353.92	42.63%	150.88
			353.92		\$150.88
Total Fiscal Year 2007 Travel Direct Costs:			353.92		\$150.88

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
197631401	EFT# 66820	REQUE 11/09/2006	6,082.51	0.00	42.63%	2,592.97
	EFT# 66820	REQUE 05/16/2007	2,620.26	0.00	42.63%	1,117.02
	EFT# 66820	REQUE 06/18/2007	1,815.81	0.00	42.63%	774.08
			10,518.58	0.00		\$4,484.07
68-W6-0036	89A	12/27/2006	1.13	0.05	42.63%	0.50
			1.13	0.05		\$0.50
98616401	742677375A1	03/02/2007	49.00	0.00	42.63%	20.89
		07/26/2007	54.00	0.00	42.63%	23.02

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
98616401	742677375A1	08/24/2007	51.00	0.00	42.63%	21.74
			154.00	0.00		\$65.65
EPW05013	31-04	01/08/2007	14.62	5.22	42.63%	8.46
			14.62	5.22		\$8.46
Total Fiscal Year 2007 Other Direct Costs:			10,688.33	5.27		\$4,558.68
Total Fiscal Year 2007:			35,169.79			\$14,992.87

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2008	01	72.06	46.50%	33.51
		02	187.36	46.50%	87.12
		03	1,033.10	46.50%	480.39
		04	302.64	46.50%	140.73
		06	158.54	46.50%	73.72
		08	14.95	46.50%	6.95
		09	59.77	46.50%	27.79
		11	298.84	46.50%	138.96
		14	30.46	46.50%	14.16
		15	119.52	46.50%	55.58
		16	119.52	46.50%	55.58
		17	29.89	46.50%	13.90
		19	104.60	46.50%	48.64
		20	134.46	46.50%	62.52
		21	74.67	46.50%	34.72
		22	29.89	46.50%	13.90

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2008	24	14.95	46.50%	6.95
			2,785.22		\$1,295.12
BOLDEN, CARL	2008	01	264.41	46.50%	122.95
		02	165.25	46.50%	76.84
		03	384.54	46.50%	178.81
		04	125.86	46.50%	58.52
		06	60.84	46.50%	28.29
		08	68.53	46.50%	31.87
		11	274.11	46.50%	127.46
		12	137.08	46.50%	63.74
		13	102.80	46.50%	47.80
		15	102.80	46.50%	47.80
		16	102.80	46.50%	47.80
		19	140.88	46.50%	65.51
		20	105.66	46.50%	49.13
			2,035.56		\$946.52
CASANOVA, RAFAEL	2008	01	0.00	46.50%	0.00
		02	479.48	46.50%	222.96
		03	1,488.42	46.50%	692.12
		04	88.20	46.50%	41.01
		06	58.54	46.50%	27.22
		09	798.83	46.50%	371.46
		10	920.88	46.50%	428.21
		11	1,018.65	46.50%	473.67
		12	1,356.00	46.50%	630.54
		15	1,928.11	46.50%	896.57
		16	1,505.48	46.50%	700.05
		17	61.45	46.50%	28.57
		19	307.23	46.50%	142.86
		20	1,184.10	46.50%	550.61

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2008	21	491.57	46.50%	228.58
		22	61.45	46.50%	28.57
		23	1,167.52	46.50%	542.90
		24	153.61	46.50%	71.43
		25	61.45	46.50%	28.57
			<u>13,130.97</u>		<u>\$6,105.90</u>
CHAVARRIA, GUSTAVO	2008	02	64.59	46.50%	30.03
		03	193.80	46.50%	90.12
			<u>258.39</u>		<u>\$120.15</u>
COLEMAN, SAMUEL	2008	11	140.58	46.50%	65.37
		20	46.87	46.50%	21.79
			<u>187.45</u>		<u>\$87.16</u>
COMPTON, JOSEPH	2008	01	524.28	46.50%	243.79
		02	708.56	46.50%	329.48
		03	539.86	46.50%	251.03
		04	165.07	46.50%	76.76
		05	64.42	46.50%	29.96
		06	289.88	46.50%	134.79
		08	279.60	46.50%	130.01
		09	454.35	46.50%	211.27
		10	104.85	46.50%	48.76
		11	349.51	46.50%	162.52
		14	393.39	46.50%	182.93
		15	209.72	46.50%	97.52
		16	209.70	46.50%	97.51
		17	139.82	46.50%	65.02
		18	1,188.29	46.50%	552.55
		19	349.51	46.50%	162.52

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2008	20	454.35	46.50%	211.27
		21	349.50	46.50%	162.52
		22	174.30	46.50%	81.05
		23	244.64	46.50%	113.76
		24	524.24	46.50%	243.77
		25	139.80	46.50%	65.01
		26	34.95	46.50%	16.25
			<u>7,892.59</u>		<u>\$3,670.05</u>
FAULTRY, CHARLES	2008	15	34.14	46.50%	15.88
			<u>34.14</u>		<u>\$15.88</u>
LENNOX, URSULA	2008	22	552.59	46.50%	256.95
			<u>552.59</u>		<u>\$256.95</u>
NEGRI, BEVERLY	2008	11	178.25	46.50%	82.89
		18	133.69	46.50%	62.17
			<u>311.94</u>		<u>\$145.06</u>
PEYCKE, MARK	2008	03	77.80	46.50%	36.18
		09	42.37	46.50%	19.70
			<u>120.17</u>		<u>\$55.88</u>
RAUSCHER, JON	2008	20	68.49	46.50%	31.85
		21	34.26	46.50%	15.93
			<u>102.75</u>		<u>\$47.78</u>
SHEWMAKE, KENNETH	2008	19	53.59	46.50%	24.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	2008	20	500.31	46.50%	232.64
		21	134.01	46.50%	62.31
		22	35.75	46.50%	16.62
		23	870.94	46.50%	404.99
			1,594.60		\$741.48
WILLIAMS, DONALD	2008	11	69.25	46.50%	32.20
		12	69.25	46.50%	32.20
		13	276.96	46.50%	128.79
		14	87.01	46.50%	40.46
		15	69.25	46.50%	32.20
		16	69.25	46.50%	32.20
		20	138.48	46.50%	64.39
			779.45		\$362.44
Total Fiscal Year 2008 Payroll Direct Costs:			29,785.82		\$13,850.37

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	TM0563081	11/13/2007	652.01	46.50%	303.19
			<u>652.01</u>		<u>\$303.19</u>
CASANOVA, RAFAEL	TM0562748	12/12/2007	500.24	46.50%	232.61
			<u>500.24</u>		<u>\$232.61</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
LENNOX, URSULA	00RYYE	08/12/2008	433.37	46.50%	201.53
			433.37		\$201.53
Total Fiscal Year 2008 Travel Direct Costs:			1,585.62		\$737.33

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	JVH0815	01/11/2008	-14.88	-1.46	46.50%	-7.60
	JVH1247	02/26/2008	-1.54	-0.12	46.50%	-0.77
			-16.42	-1.58		\$-8.37
98616401	742677375A1	10/29/2007	98.00	0.00	46.50%	45.57
		11/28/2007	98.00	0.00	46.50%	45.57
		12/21/2007	51.00	0.00	46.50%	23.72
		02/28/2008	53.00	0.00	46.50%	24.65
		06/26/2008	54.00	0.00	46.50%	25.11
		08/13/2008	-54.00	0.00	46.50%	-25.11
			300.00	0.00		\$139.51
V96666101	742677375AV	08/13/2008	54.00	0.00	46.50%	25.11
		08/21/2008	992.00	0.00	46.50%	461.28
		08/29/2008	1,276.00	0.00	46.50%	593.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666101	742677375AV	09/29/2008	-992.00	0.00	46.50%	-461.28
			1,330.00	0.00		\$618.45
Total Fiscal Year 2008 Other Direct Costs:			1,613.58	-1.58		\$749.59
Total Fiscal Year 2008:			32,983.44			\$15,337.29

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2009	09	155.75	41.21%	64.18
		14	63.97	41.21%	26.36
		15	47.97	41.21%	19.77
		20	79.97	41.21%	32.96
		21	111.95	41.21%	46.13
		22	271.87	41.21%	112.04
		23	959.50	41.21%	395.41
		24	1,519.21	41.21%	626.07
		25	479.74	41.21%	197.70
		26	1,359.29	41.21%	560.16
		27	685.60	41.21%	282.54
			5,734.82		\$2,363.32
CASANOVA, RAFAEL	2009	04	184.34	41.21%	75.97
		06	184.34	41.21%	75.97
		08	639.38	41.21%	263.49
		10	63.94	41.21%	26.35

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2009	15	31.93	41.21%	13.16
			1,103.93		\$454.94
CHRISTIAN, DORETHA	2009	09	133.84	41.21%	55.16
		10	44.62	41.21%	18.39
			178.46		\$73.55
COMPTON, JOSEPH	2009	01	17.48	41.21%	7.20
		03	104.85	41.21%	43.21
		04	629.10	41.21%	259.25
		05	340.70	41.21%	140.40
		06	366.88	41.21%	151.19
		08	1,499.44	41.21%	617.92
		09	703.80	41.21%	290.04
		10	485.26	41.21%	199.98
		11	447.93	41.21%	184.59
		13	454.24	41.21%	187.19
		14	1,157.18	41.21%	476.87
		15	74.69	41.21%	30.78
		16	298.63	41.21%	123.07
		17	1,567.78	41.21%	646.08
		18	559.93	41.21%	230.75
		19	671.91	41.21%	276.89
		20	1,007.86	41.21%	415.34
		21	1,194.51	41.21%	492.26
		22	895.86	41.21%	369.18
		23	783.89	41.21%	323.04
		24	1,418.45	41.21%	584.54
		25	671.92	41.21%	276.90
		26	1,679.76	41.21%	692.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2009	27	337.92	41.21%	139.26
			17,369.97		\$7,158.16
HIGGINS-COLTRAIN, KATRINA	2009	22	678.55	41.21%	279.63
		23	1,538.02	41.21%	633.82
		24	467.43	41.21%	192.63
		25	45.24	41.21%	18.64
		26	392.05	41.21%	161.56
		27	497.59	41.21%	205.06
			3,618.88		\$1,491.34
JOHNSON, DAWN	2009	15	65.52	41.21%	27.00
		20	65.52	41.21%	27.00
		22	131.02	41.21%	53.99
		23	65.52	41.21%	27.00
		24	131.02	41.21%	53.99
		26	294.82	41.21%	121.50
			753.42		\$310.48
MCCLURG, RENA	2009	26	304.08	41.21%	125.31
		27	212.86	41.21%	87.72
			516.94		\$213.03
MCKINNEY, JASON	2009	19	48.48	41.21%	19.98
			48.48		\$19.98
MILBURN, ANNA	2009	21	644.41	41.21%	265.56
		22	386.65	41.21%	159.34
		23	322.21	41.21%	132.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MILBURN, ANNA	2009	25	515.54	41.21%	212.45
		26	193.31	41.21%	79.66
			<u>2,062.12</u>		<u>\$849.79</u>
NEGRI, BEVERLY	2009	11	<u>92.75</u>	41.21%	<u>38.22</u>
			92.75		\$38.22
PEYCKE, MARK	2009	16	<u>67.83</u>	41.21%	<u>27.95</u>
			67.83		\$27.95
SHEWMAKE, KENNETH	2009	23	<u>56.53</u>	41.21%	<u>23.30</u>
			56.53		\$23.30
STENGER, WREN	2009	20	65.14	41.21%	26.84
		24	173.65	41.21%	71.56
		25	<u>86.83</u>	41.21%	<u>35.78</u>
			325.62		\$134.18
TWINE, DYIANN	2009	08	369.29	41.21%	152.18
		11	115.40	41.21%	47.56
		14	165.85	41.21%	68.35
		17	82.92	41.21%	34.17
		20	71.08	41.21%	29.29
		21	142.16	41.21%	58.58
		24	201.39	41.21%	82.99

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
TWINE, DYIANN	2009	25	47.39	41.21%	19.53
			1,195.48		\$492.65
Total Fiscal Year 2009 Payroll Direct Costs:			33,125.23		\$13,650.89

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR60801	8-10267-11	04/06/2009	18.58	0.00	41.21%	7.66
			18.58	0.00		\$7.66
V96666101	742677375AV	10/28/2008	54.00	0.00	41.21%	22.25
		12/03/2008	51.00	0.00	41.21%	21.02
			105.00	0.00		\$43.27
Total Fiscal Year 2009 Other Direct Costs:			123.58	0.00		\$50.93
Total Fiscal Year 2009:			33,248.81			\$13,701.82

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2010	01	1,553.50	36.66%	569.51
		02	1,423.24	36.66%	521.76
		03	367.80	36.66%	134.84
		04	287.85	36.66%	105.53
		06	15.50	36.66%	5.68

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ALDRIDGE, BARBARA	2010	07	111.95	36.66%	41.04
		08	81.97	36.66%	30.05
		09	327.86	36.66%	120.19
		10	458.99	36.66%	168.27
			<u>4,628.66</u>		<u>\$1,696.87</u>
CAPUYAN, STEPHEN	2010	22	132.76	36.66%	48.67
		26	331.91	36.66%	121.68
			<u>464.67</u>		<u>\$170.35</u>
CASANOVA, RAFAEL	2010	01	196.84	36.66%	72.16
		08	738.24	36.66%	270.64
		09	2,281.82	36.66%	836.52
		10	33.56	36.66%	12.30
		14	169.76	36.66%	62.23
		17	67.12	36.66%	24.61
			<u>3,487.34</u>		<u>\$1,278.46</u>
CHIA, SING	2010	02	87.98	36.66%	32.25
		03	70.38	36.66%	25.80
			<u>158.36</u>		<u>\$58.05</u>
CHRISTIAN, DORETHA	2010	02	118.96	36.66%	43.61
		04	44.60	36.66%	16.35
		05	29.74	36.66%	10.90
		06	178.46	36.66%	65.42
			<u>371.76</u>		<u>\$136.28</u>
COMPTON, JOSEPH	2010	01	744.46	36.66%	272.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2010	02	1,530.47	36.66%	561.07
		03	933.21	36.66%	342.11
		04	1,119.84	36.66%	410.53
		05	677.29	36.66%	248.29
		06	213.70	36.66%	78.34
		07	149.31	36.66%	54.74
		09	534.91	36.66%	196.10
		10	343.85	36.66%	126.06
		11	191.03	36.66%	70.03
		15	229.23	36.66%	84.04
		22	114.62	36.66%	42.02
		24	38.21	36.66%	14.01
		25	152.83	36.66%	56.03
		26	38.21	36.66%	14.01
			<u>7,011.17</u>		<u>\$2,570.30</u>
FAULTRY, CHARLES	2010	02	88.93	36.66%	32.60
			<u>88.93</u>		<u>\$32.60</u>
GANNON, NICHOLAS	2010	27	514.25	36.66%	188.52
			<u>514.25</u>		<u>\$188.52</u>
HIGGINS-COLTRAIN, KATRINA	2010	01	431.49	36.66%	158.18
		02	573.01	36.66%	210.07
		03	1,025.35	36.66%	375.89
		04	1,143.09	36.66%	419.06
		05	376.98	36.66%	138.20
		06	180.95	36.66%	66.34
		07	135.72	36.66%	49.75
		08	2,456.66	36.66%	900.61
		09	1,470.87	36.66%	539.22

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2010	10	1,345.68	36.66%	493.33
		11	1,142.26	36.66%	418.75
		12	344.23	36.66%	126.19
		13	391.19	36.66%	143.41
		14	1,063.17	36.66%	389.76
		15	2,018.50	36.66%	739.98
		16	93.88	36.66%	34.42
		17	938.86	36.66%	344.19
		18	798.01	36.66%	292.55
		19	657.19	36.66%	240.93
		20	140.83	36.66%	51.63
		21	1,204.84	36.66%	441.69
		22	391.18	36.66%	143.41
		23	1,251.81	36.66%	458.91
		24	619.08	36.66%	226.95
		25	500.73	36.66%	183.57
		26	326.06	36.66%	119.53
		27	453.77	36.66%	166.35
			<u>21,475.39</u>		<u>\$7,872.87</u>
JOHNSON, DAWN	2010	01	393.09	36.66%	144.11
		02	147.41	36.66%	54.04
		03	163.79	36.66%	60.05
		04	278.43	36.66%	102.07
			<u>982.72</u>		<u>\$360.27</u>
MCCLURG, RENA	2010	05	182.46	36.66%	66.89
		09	248.79	36.66%	91.21
		10	62.20	36.66%	22.80
			<u>493.45</u>		<u>\$180.90</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	2010	12	158.85	36.66%	58.23
		24	70.22	36.66%	25.74
		25	1,053.20	36.66%	386.10
		26	1,404.31	36.66%	514.82
		27	444.69	36.66%	163.02
			<u>3,131.27</u>		<u>\$1,147.91</u>
MILBURN, ANNA	2010	03	837.74	36.66%	307.12
		04	193.31	36.66%	70.87
		05	386.65	36.66%	141.75
		08	3,321.16	36.66%	1,217.54
		09	903.56	36.66%	331.25
		11	1,161.73	36.66%	425.89
		12	193.62	36.66%	70.98
			193.63	36.66%	70.98
		14	986.76	36.66%	361.75
		15	1,032.65	36.66%	378.57
			709.94	36.66%	260.26
		19	580.87	36.66%	212.95
		20	580.86	36.66%	212.94
			<u>11,082.48</u>		<u>\$4,062.85</u>
NEGRI, BEVERLY	2010	03	265.35	36.66%	97.28
		04	176.90	36.66%	64.85
		25	253.77	36.66%	93.03
		26	92.35	36.66%	33.86
		27	276.33	36.66%	101.30
			<u>1,064.70</u>		<u>\$390.32</u>
PEREZ, MYRA	2010	26	299.81	36.66%	109.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PEREZ, MYRA	2010	27	539.66	36.66%	197.84
			839.47		\$307.75
PEYCKE, MARK	2010	02	86.13	36.66%	31.58
			86.13		\$31.58
RAUSCHER, JON	2010	15	130.80	36.66%	47.95
		21	37.43	36.66%	13.72
		23	74.07	36.66%	27.15
		25	18.42	36.66%	6.75
			260.72		\$95.57
SANCHEZ, CARLOS	2010	01	755.08	36.66%	276.81
		02	274.57	36.66%	100.66
			1,029.65		\$377.47
SHEWMAKE, KENNETH	2010	03	553.98	36.66%	203.09
		04	1,560.13	36.66%	571.94
		05	237.41	36.66%	87.03
		08	1,426.53	36.66%	522.97
		09	1,867.27	36.66%	684.54
		10	119.53	36.66%	43.82
		11	1,062.54	36.66%	389.53
		12	690.66	36.66%	253.20
		13	53.12	36.66%	19.47
		14	434.96	36.66%	159.46
		15	2,417.27	36.66%	886.17
		16	491.41	36.66%	180.15
		19	1,301.61	36.66%	477.17
		20	531.28	36.66%	194.77

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SHEWMAKE, KENNETH	2010	25	26.56	36.66%	9.74
		27	26.56	36.66%	9.74
			12,800.82		\$4,692.79
STENGER, WREN	2010	01	331.14	36.66%	121.40
		02	496.15	36.66%	181.89
		04	165.37	36.66%	60.62
			992.66		\$363.91
TWINE, DYIANN	2010	03	94.78	36.66%	34.75
			94.78		\$34.75
Total Fiscal Year 2010 Payroll Direct Costs:			71,059.38		\$26,050.37

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	0Q0PV7	12/02/2009	642.51	36.66%	235.54
	0Q8YTI	03/03/2010	713.90	36.66%	261.71
			1,356.41		\$497.25
MILBURN, ANNA	0Q9QK6	03/01/2010	743.90	36.66%	272.71
			743.90		\$272.71
SHEWMAKE, KENNETH	0Q1RWZ	12/04/2009	558.05	36.66%	204.58

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	0Q9XE3	03/01/2010	795.00	36.66%	291.45
			1,353.05		\$496.03
Total Fiscal Year 2010 Travel Direct Costs:			3,453.36		\$1,265.99

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR60801	8-10267-17	10/05/2009	474.65	0.00	36.66%	174.01
	8-10267-18	11/03/2009	36.23	0.00	36.66%	13.28
	8-10267-19	12/03/2009	185.78	0.00	36.66%	68.11
	8-10267-21	02/04/2010	115.92	0.00	36.66%	42.50
	8-10267-22	03/05/2010	14.49	0.00	36.66%	5.31
	770626	04/21/2010	48.89	0.00	36.66%	17.92
	811373SP	06/18/2010	29.60	0.00	36.66%	10.85
	905595	07/02/2010	73.60	0.00	36.66%	26.98
	945633	08/05/2010	22.20	0.00	36.66%	8.14
			1,001.36	0.00		\$367.10
EPW05013	15-07	11/10/2009	4,940.86	1,349.73	36.66%	2,306.13
	16-07	12/14/2009	8,190.24	1,789.91	36.66%	3,658.72
	17-07	01/12/2010	34.49	7.54	36.66%	15.41
			13,165.59	3,147.18		\$5,980.26
EPW06021	A041	12/15/2009	528.58	0.00	36.66%	193.78
	A042	01/13/2010	616.86	0.00	36.66%	226.14
	A043	02/12/2010	493.21	0.00	36.66%	180.81
	A044	03/17/2010	2,302.55	0.00	36.66%	844.11

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06021	A045	04/14/2010	22.69	0.00	36.66%	8.32
			3,963.89	0.00		\$1,453.16
EPW10011	2	09/10/2010	266.49	446.37	36.66%	261.33
			266.49	446.37		\$261.33
V96666101	742677375AV	11/25/2009	217.00	0.00	36.66%	79.55
		12/28/2009	1,613.00	0.00	36.66%	591.33
		01/28/2010	846.00	0.00	36.66%	310.14
		02/25/2010	2,873.00	0.00	36.66%	1,053.24
		03/29/2010	2,191.00	0.00	36.66%	803.22
		04/28/2010	63.00	0.00	36.66%	23.10
			16.00	0.00	36.66%	5.87
			676.00	0.00	36.66%	247.82
		06/24/2010	570.00	0.00	36.66%	208.96
		08/04/2010	995.00	0.00	36.66%	364.77
			10,060.00	0.00		\$3,688.00
Total Fiscal Year 2010 Other Direct Costs:			28,457.33	3,593.55		\$11,749.85
Total Fiscal Year 2010:			106,563.62			\$39,066.21

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ALDRIDGE, BARBARA	2011	12	1,204.74	45.02%	542.37
			1,204.74		\$542.37

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAPUYAN, STEPHEN	2011	09	38.24	45.02%	17.22
		14	28.67	45.02%	12.91
			<u>66.91</u>		<u>\$30.13</u>
CASANOVA, RAFAEL	2011	04	134.75	45.02%	60.66
		12	735.75	45.02%	331.23
		22	202.60	45.02%	91.21
			<u>135.06</u>	<u>45.02%</u>	<u>60.80</u>
			1,208.16		\$543.90
CHRISTIAN, DORETHA	2011	04	361.87	45.02%	162.91
		05	31.47	45.02%	14.17
		08	70.96	45.02%	31.95
		09	189.87	45.02%	85.48
		12	<u>47.47</u>	<u>45.02%</u>	<u>21.37</u>
			701.64		\$315.88
COMPTON, JOSEPH	2011	06	256.22	45.02%	115.35
		07	38.36	45.02%	17.27
		08	462.33	45.02%	208.14
		09	250.42	45.02%	112.74
		11	346.73	45.02%	156.10
		20	231.15	45.02%	104.06
		24	192.59	45.02%	86.70
		25	115.57	45.02%	52.03
		26	<u>115.58</u>	<u>45.02%</u>	<u>52.03</u>
			2,008.95		\$904.42

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CONTRERAS, ROBERT	2011	09	25.84	45.02%	11.63
			25.84		\$11.63
ELFEKY, MAHMOUD	2011	03	800.25	45.02%	360.27
		04	685.94	45.02%	308.81
		05	228.65	45.02%	102.94
		06	914.59	45.02%	411.75
		07	228.65	45.02%	102.94
		08	1,071.95	45.02%	482.59
		09	920.18	45.02%	414.27
		10	2,645.49	45.02%	1,191.00
			7,495.70		\$3,374.57
GANNON, NICHOLAS	2011	01	257.12	45.02%	115.76
		03	129.06	45.02%	58.10
		07	129.06	45.02%	58.10
		11	325.11	45.02%	146.36
			840.35		\$378.32
GILMORE, CATHY	2011	11	40.87	45.02%	18.40
			40.87		\$18.40
HERNANDEZ, JESSICA	2011	12	542.94	45.02%	244.43
		13	496.94	45.02%	223.72
		14	101.22	45.02%	45.57
		15	27.60	45.02%	12.43
			1,168.70		\$526.15
HIGGINS-COLTRAIN, KATRINA	2011	01	578.95	45.02%	260.64

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2011	02	1,476.71	45.02%	664.81
		05	534.12	45.02%	240.46
		07	282.77	45.02%	127.30
		09	378.23	45.02%	170.28
		10	126.08	45.02%	56.76
		11	31.52	45.02%	14.19
		12	898.27	45.02%	404.40
			126.07	45.02%	56.76
		21	1,308.42	45.02%	589.05
		22	1,292.25	45.02%	581.77
		23	709.17	45.02%	319.27
		24	371.57	45.02%	167.28
		25	378.22	45.02%	170.27
		26	520.05	45.02%	234.13
		27	677.63	45.02%	305.07
			<u>9,690.03</u>		<u>\$4,362.44</u>
HUENI, CAMILLE	2011	12	518.61	45.02%	233.48
			<u>518.61</u>		<u>\$233.48</u>
JOHNSON, DAWN	2011	06	51.97	45.02%	23.40
		14	34.84	45.02%	15.68
			<u>86.81</u>		<u>\$39.08</u>
MCCLURG, RENA	2011	02	62.20	45.02%	28.00
		04	497.57	45.02%	224.01
		05	186.60	45.02%	84.01
		11	249.42	45.02%	112.29
		12	124.71	45.02%	56.14
		13	124.71	45.02%	56.14
		14	311.77	45.02%	140.36

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCCLURG, RENA	2011	26	187.06	45.02%	84.21
			1,744.04		\$785.16
MCKINNEY, JASON	2011	01	350.56	45.02%	157.82
		02	1,844.13	45.02%	830.23
		03	117.46	45.02%	52.88
		08	47.50	45.02%	21.38
		11	166.20	45.02%	74.82
		14	142.45	45.02%	64.13
		16	23.74	45.02%	10.69
		26	73.36	45.02%	33.03
		27	158.96	45.02%	71.56
			2,924.36		\$1,316.54
MILBURN, ANNA	2011	02	1,004.22	45.02%	452.10
		09	133.50	45.02%	60.10
		11	400.52	45.02%	180.31
		17	1,335.05	45.02%	601.04
		19	66.74	45.02%	30.05
			467.28	45.02%	210.37
		20	534.03	45.02%	240.42
		21	743.03	45.02%	334.51
		22	1,201.55	45.02%	540.94
		23	200.25	45.02%	90.15
		25	133.50	45.02%	60.10
		26	734.27	45.02%	330.57
			6,953.94		\$3,130.66
NEGRI, BEVERLY	2011	01	277.52	45.02%	124.94

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

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PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
NEGRI, BEVERLY	2011	02	463.50	45.02%	208.67
			741.02		\$333.61
PEREZ, MYRA	2011	01	599.61	45.02%	269.94
		02	421.42	45.02%	189.72
		03	1,264.25	45.02%	569.17
		04	939.48	45.02%	422.95
		05	782.65	45.02%	352.35
		06	1,264.26	45.02%	569.17
		07	709.65	45.02%	319.48
		08	843.96	45.02%	379.95
		09	122.45	45.02%	55.13
			6,947.73		\$3,127.86
RAUSCHER, JON	2011	07	18.76	45.02%	8.45
		08	37.52	45.02%	16.89
		13	37.52	45.02%	16.89
		14	18.76	45.02%	8.45
		25	18.76	45.02%	8.45
			131.32		\$59.13
SANCHEZ, CARLOS	2011	11	140.40	45.02%	63.21
			140.40		\$63.21
SHEWMAKE, KENNETH	2011	02	880.02	45.02%	396.19
		05	93.34	45.02%	42.02
		06	26.66	45.02%	12.00
		07	39.99	45.02%	18.00
		08	80.48	45.02%	36.23
		09	174.37	45.02%	78.50

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
SHEWMAKE, KENNETH	2011	11	83.06	45.02%	37.39
		12	110.74	45.02%	49.86
		16	83.06	45.02%	37.39
		17	830.53	45.02%	373.90
		19	1,979.47	45.02%	891.16
		20	304.54	45.02%	137.10
		21	912.70	45.02%	410.90
		22	1,204.28	45.02%	542.17
		23	13.85	45.02%	6.24
		25	484.49	45.02%	218.12
		26	692.15	45.02%	311.61
			7,993.73		\$3,598.78
		TWINE, DYIANN	2011	12	317.37
	317.37				\$142.88
WILLIAMS, DONALD	2011	02	36.99	45.02%	16.65
			36.99		\$16.65
Total Fiscal Year 2011 Payroll Direct Costs:			52,988.21		\$23,855.25

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	0R0M1F	11/02/2010	695.38	45.02%	313.06
	0RK3D3	05/25/2011	686.14	45.02%	308.89
			<u>1,381.52</u>		<u>\$621.95</u>

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	0R2LY8	11/01/2010	1,164.53	45.02%	524.28
			<u>1,164.53</u>		<u>\$524.28</u>
MILBURN, ANNA	0R1R1H	11/04/2010	758.66	45.02%	341.56
	0RL2NQ	05/25/2011	647.05	45.02%	291.30
			<u>1,405.71</u>		<u>\$632.86</u>
SHEWMAKE, KENNETH	0R0SPX	11/01/2010	609.75	45.02%	274.51
	0RKDNB	05/26/2011	597.43	45.02%	268.96
			<u>1,207.18</u>		<u>\$543.47</u>
Total Fiscal Year 2011 Travel Direct Costs:			<u><u>5,158.94</u></u>		<u><u>\$2,322.56</u></u>

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
68-W6-0036	110A	11/26/2010	0.16	0.01	45.02%	0.08
			<u>0.16</u>	<u>0.01</u>		<u>\$0.08</u>
EPW05031	120931	12/27/2010	2,130.74	2,009.64	45.02%	1,864.00
	120932	12/27/2010	2,428.74	2,290.70	45.02%	2,124.69
	120930	12/27/2010	3,686.44	3,476.92	45.02%	3,224.94
	125671	08/24/2011	19.08	18.00	45.02%	16.69
			<u>8,265.00</u>	<u>7,795.26</u>		<u>\$7,230.32</u>
EPW05032	2011044	02/24/2011	2,460.00	2,320.19	45.02%	2,152.04
	2011045	02/24/2011	3,502.50	3,303.44	45.02%	3,064.03
	2011043	02/24/2011	2,916.00	2,750.27	45.02%	2,550.95

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW05032	2011041	02/24/2011	1,444.50	1,362.40	45.02%	1,263.67
	2011042	02/24/2011	1,090.50	1,028.52	45.02%	953.98
			11,413.50	10,764.82		\$9,984.67
EPW05036	AR2010144	12/17/2010	6,185.55	5,833.99	45.02%	5,411.20
	AR2010145	12/17/2010	2,535.52	2,391.41	45.02%	2,218.10
	AR2010307	01/21/2011	4,952.50	4,671.02	45.02%	4,332.51
	AR2010308	01/21/2011	2,338.50	2,205.59	45.02%	2,045.75
	AR2010386	01/25/2011	990.00	933.73	45.02%	866.06
	AR2010402	01/25/2011	4,238.60	3,997.70	45.02%	3,707.98
	AR2010415	02/01/2011	1,080.00	1,018.62	45.02%	944.80
			22,320.67	21,052.06		\$19,526.40
EPW06004	B64266	02/14/2011	47,117.00	0.00	45.02%	21,212.07
	B64941	03/17/2011	10,853.94	0.00	45.02%	4,886.44
	B65588	04/12/2011	3,442.40	0.00	45.02%	1,549.77
	B66234	05/11/2011	6,945.28	0.00	45.02%	3,126.77
	B66918	06/14/2011	3,618.91	0.00	45.02%	1,629.23
	B67549	07/13/2011	8,022.47	0.00	45.02%	3,611.72
			80,000.00	0.00		\$36,016.00
EPW06021	A052	11/17/2010	302.48	0.00	45.02%	136.18
	A053	12/14/2010	4,658.67	0.00	45.02%	2,097.33
			1,546.85	0.00	45.02%	696.39
	A054	01/14/2011	4,092.11	0.00	45.02%	1,842.27
	A055	02/16/2011	3,739.58	0.00	45.02%	1,683.56
			14,339.69	0.00		\$6,455.73
EPW06030	5-283916	12/08/2010	270.13	52.08	45.02%	145.06
	5-283915	12/08/2010	720.68	206.90	45.02%	417.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06030	6-285283	01/12/2011	15,341.73	2,958.05	45.02%	8,238.56
	6-285286	01/12/2011	492.77	95.01	45.02%	264.62
	7-285798	02/02/2011	1,107.73	213.58	45.02%	594.85
	7-285797	02/02/2011	20,267.49	3,907.80	45.02%	10,883.72
	8-287274	03/04/2011	15,663.29	3,020.05	45.02%	8,411.24
	8-287276	03/04/2011	1,097.15	211.54	45.02%	589.17
	9-288360	03/31/2011	11,433.51	2,204.51	45.02%	6,139.84
	10-289423	05/04/2011	441.76	85.18	45.02%	237.23
	10-289420	05/04/2011	349.58	67.40	45.02%	187.72
	11-290705	06/01/2011	524.37	101.10	45.02%	281.59
	11-290704	06/01/2011	356.70	68.78	45.02%	191.55
			-356.70	-68.78	45.02%	-191.55
			356.70	68.78	45.02%	191.55
	12-291884	07/05/2011	476.70	91.91	45.02%	255.99
	2-294136	09/06/2011	312.45	60.24	45.02%	167.79
	3-295058	09/28/2011	49.56	7.14	45.02%	25.53
			68,905.60	13,351.27		\$37,032.06
EPW06046	4791.1-0028	11/05/2010	11.40	9.05	45.02%	9.21
	4791.1-0029	12/03/2010	1,043.69	984.37	45.02%	913.03
	4791.1-0030	12/30/2010	1,694.66	1,598.34	45.02%	1,482.51
	4791.1-0031	02/07/2011	2,305.70	2,174.66	45.02%	2,017.06
	4791.1-0032	03/03/2011	2,270.24	2,141.21	45.02%	1,986.03
	4791.1-0033	04/05/2011	97.16	91.64	45.02%	85.00
	4791.1-0034	05/06/2011	1.03	0.97	45.02%	0.90
	911RAFY1136	06/21/2011	305.61	288.24	45.02%	267.35
			7,729.49	7,288.48		\$6,761.09
EPW09035	AR2010111	12/15/2010	980.10	924.40	45.02%	857.41
	AR2010120	12/15/2010	1,430.55	1,349.24	45.02%	1,251.46
	AR2010158	12/21/2010	924.00	871.48	45.02%	808.33

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW09035	AR2010194	12/28/2010	228.80	215.80	45.02%	200.16
			3,563.45	3,360.92		\$3,117.36
EPW09038	304194	01/20/2011	612.50	577.69	45.02%	535.82
	304193	01/20/2011	1,339.30	1,263.18	45.02%	1,171.64
	304234A	01/26/2011	316.70	298.70	45.02%	277.05
	304234B	01/26/2011	21.60	20.37	45.02%	18.89
	304388	02/15/2011	606.00	571.56	45.02%	530.14
	304389	02/15/2011	434.00	409.33	45.02%	379.67
	304482	02/22/2011	202.00	190.52	45.02%	176.71
	304483	02/22/2011	248.00	233.90	45.02%	216.95
	304545	02/23/2011	364.50	343.78	45.02%	318.87
	304544	02/23/2011	260.00	245.22	45.02%	227.45
	304546	02/23/2011	583.20	550.05	45.02%	510.19
			4,987.80	4,704.30		\$4,363.38
EPW10011	3	10/13/2010	484.08	810.84	45.02%	582.97
			14.08	23.58	45.02%	16.95
	4	11/09/2010	1,270.28	2,127.73	45.02%	1,529.78
	5	12/09/2010	467.73	415.18	45.02%	397.49
	6	01/11/2011	209.73	186.17	45.02%	178.23
	7	02/08/2011	670.65	595.30	45.02%	569.93
	8	03/10/2011	862.97	766.01	45.02%	733.37
	9	04/08/2011	406.81	361.10	45.02%	345.71
	10	05/11/2011	676.20	600.22	45.02%	574.64
	11	06/01/2011	116.52	103.43	45.02%	99.02
	12	06/08/2011	143.43	127.31	45.02%	121.89
	13	07/08/2011	94.97	84.30	45.02%	80.71
	14	08/09/2011	127.05	112.77	45.02%	107.97
			5,544.50	6,313.94		\$5,338.66

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666101	742677375AV	10/26/2010	280.00	0.00	45.02%	126.06
		11/19/2010	2,868.00	0.00	45.02%	1,291.17
		12/29/2010	1,450.00	0.00	45.02%	652.79
		01/24/2011	429.00	0.00	45.02%	193.14
		05/02/2011	469.00	0.00	45.02%	211.14
		09/27/2011	6,772.00	0.00	45.02%	3,048.75
			12,268.00	0.00		\$5,523.05

Total Fiscal Year 2011 Other Direct Costs:	239,337.86	74,631.06	\$141,348.80
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Total Fiscal Year 2011:	372,116.07	\$167,526.61
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PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2012	26	176.14	42.28%	74.47
			176.14		\$74.47
CASANOVA, RAFAEL	2012	08	135.41	42.28%	57.25
			0.00	42.28%	0.00
		09	67.70	42.28%	28.62
			0.00	42.28%	0.00
		10	1,963.26	42.28%	830.07
			0.00	42.28%	0.00
		11	203.10	42.28%	85.87
		17	135.39	42.28%	57.24
		19	203.11	42.28%	85.87
		21	1,539.83	42.28%	651.04
		23	1,387.84	42.28%	586.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2012	26	138.84	42.28%	58.70
			5,774.48		\$2,441.44
CHRISTIAN, DORETHA	2012	20	358.68	42.28%	151.65
		21	248.48	42.28%	105.06
		24	211.94	42.28%	89.61
		26	374.98	42.28%	158.54
		27	179.34	42.28%	75.82
			1,373.42		\$580.68
COMPTON, JOSEPH	2012	02	192.91	42.28%	81.56
		03	231.50	42.28%	97.88
		11	79.26	42.28%	33.51
		12	435.92	42.28%	184.31
		13	792.56	42.28%	335.09
		14	792.58	42.28%	335.10
		15	1,347.37	42.28%	569.67
		16	435.92	42.28%	184.31
		17	1,149.21	42.28%	485.89
		18	1,188.85	42.28%	502.65
		19	1,545.51	42.28%	653.44
		20	871.81	42.28%	368.60
		21	713.31	42.28%	301.59
		22	475.55	42.28%	201.06
		23	594.43	42.28%	251.33
		24	673.67	42.28%	284.83
		25	634.06	42.28%	268.08
		26	554.80	42.28%	234.57
		27	198.90	42.28%	84.09
			12,908.12		\$5,457.56

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
HIGGINS-COLTRAIN, KATRINA	2012	01	252.15	42.28%	106.61
		02	2,004.58	42.28%	847.54
		03	473.52	42.28%	200.20
		04	710.28	42.28%	300.31
		05	315.69	42.28%	133.47
		06	47.35	42.28%	20.02
		08	47.53	42.28%	20.10
		09	158.44	42.28%	66.99
		21	16.13	42.28%	6.82
		24	31.83	42.28%	13.46
			<u>4,057.50</u>		<u>\$1,715.52</u>
MCCLURG, RENA	2012	18	128.11	42.28%	54.16
		19	64.06	42.28%	27.08
			<u>192.17</u>		<u>\$81.24</u>
MCKINNEY, JASON	2012	02	269.42	42.28%	113.91
		04	587.83	42.28%	248.53
		05	24.48	42.28%	10.35
		06	73.47	42.28%	31.06
		07	122.45	42.28%	51.77
		08	74.25	42.28%	31.39
		09	24.73	42.28%	10.46
		10	61.88	42.28%	26.16
		11	24.75	42.28%	10.46
		13	24.74	42.28%	10.46
		17	37.11	42.28%	15.69
		18	24.75	42.28%	10.46
		19	74.24	42.28%	31.39
		21	61.87	42.28%	26.16
		22	12.37	42.28%	5.23

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
MCKINNEY, JASON	2012	24	37.11	42.28%	15.69
			1,535.45		\$649.17
MILBURN, ANNA	2012	01	266.99	42.28%	112.88
		02	2,072.49	42.28%	876.25
		03	467.99	42.28%	197.87
		04	267.41	42.28%	113.06
		10	134.18	42.28%	56.73
		11	402.58	42.28%	170.21
		13	436.12	42.28%	184.39
		19	67.10	42.28%	28.37
		27	33.55	42.28%	14.18
			4,148.41		\$1,753.94
RAGON, CAROLYN	2012	26	68.37	42.28%	28.91
			68.37		\$28.91
SANCHEZ, CARLOS	2012	09	67.73	42.28%	28.64
			67.73		\$28.64
SHEWMAKE, KENNETH	2012	02	1,594.35	42.28%	674.09
		11	42.98	42.28%	18.17
		19	57.30	42.28%	24.23
		27	28.64	42.28%	12.11
			1,723.27		\$728.60
Total Fiscal Year 2012 Payroll Direct Costs:			32,025.06		\$13,540.17

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	0S9OVY	02/09/2012	1,069.37	42.28%	452.14
	0SSPJF	08/24/2012	82.05	42.28%	34.70
		08/27/2012	643.08	42.28%	271.89
			<u>1,794.50</u>		<u>\$758.73</u>
Total Fiscal Year 2012 Travel Direct Costs:			<u>1,794.50</u>		<u>\$758.73</u>

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW06021	A066	01/18/2012	617.92	0.00	42.28%	261.26
	A067	02/16/2012	811.48	0.00	42.28%	343.09
	A068	03/15/2012	22.20	0.00	42.28%	9.39
			<u>1,451.60</u>	<u>0.00</u>		<u>\$613.74</u>
EPW06030	4-296141	11/08/2011	66.10	9.53	42.28%	31.98
	8-300348	03/05/2012	33.05	4.76	42.28%	15.99
			<u>99.15</u>	<u>14.29</u>		<u>\$47.97</u>
EPW06046	RAFY11-0043	04/27/2012	87.01	113.61	42.28%	84.82
			<u>87.01</u>	<u>113.61</u>		<u>\$84.82</u>
EPW10011	17	12/02/2011	24.80	21.25	42.28%	19.47
	18	12/23/2011	10.29	8.82	42.28%	8.08
	0010303	12/29/2011	76.40	65.46	42.28%	59.98
	21	03/09/2012	17.15	14.69	42.28%	13.46
	22	04/17/2012	154.59	132.46	42.28%	121.36
	23	05/15/2012	723.23	619.68	42.28%	567.78

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	24	06/01/2012	13.72	11.76	42.28%	10.77
	25R	06/20/2012	45.92	39.35	42.28%	36.05
	26	07/13/2012	232.59	199.29	42.28%	182.60
	27	08/13/2012	14.13	12.11	42.28%	11.09
			1,312.82	1,124.87		\$1,030.64
V96666102	742677375A	11/03/2011	826.00	0.00	42.28%	349.23
		11/22/2011	882.00	0.00	42.28%	372.91
		12/30/2011	569.00	0.00	42.28%	240.57
		05/18/2012	1,917.00	0.00	42.28%	810.51
		05/25/2012	417.00	0.00	42.28%	176.31
		09/06/2012	913.00	0.00	42.28%	386.02
			5,524.00	0.00		\$2,335.55
Total Fiscal Year 2012 Other Direct Costs:			8,474.58	1,252.77		\$4,112.72
Total Fiscal Year 2012:			43,546.91			\$18,411.62

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2013	02	187.89	61.55%	115.65
			187.89		\$115.65
CASANOVA, RAFAEL	2013	04	69.42	61.55%	42.73
		12	1,188.22	61.55%	731.35
		13	138.96	61.55%	85.53
		14	208.43	61.55%	128.29
		15	277.89	61.55%	171.04

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	2013	16	68.16	61.55%	41.95
		17	477.10	61.55%	293.66
		19	204.47	61.55%	125.85
		20	204.96	61.55%	126.15
		22	69.47	61.55%	42.76
		23	555.82	61.55%	342.11
			<u>3,462.90</u>		<u>\$2,131.42</u>
CHRISTIAN, DORETHA	2013	01	163.03	61.55%	100.34
		02	32.62	61.55%	20.08
		06	130.44	61.55%	80.29
		10	49.00	61.55%	30.16
		11	326.73	61.55%	201.10
		12	114.36	61.55%	70.39
		17	304.77	61.55%	187.59
			<u>1,120.95</u>		<u>\$689.95</u>
COMPTON, JOSEPH	2013	01	316.09	61.55%	194.55
		02	277.40	61.55%	170.74
		03	79.26	61.55%	48.78
		04	39.33	61.55%	24.21
		05	151.35	61.55%	93.16
		06	302.68	61.55%	186.30
		07	198.14	61.55%	121.96
		11	635.01	61.55%	390.85
		12	158.76	61.55%	97.72
		13	79.37	61.55%	48.85
		15	138.91	61.55%	85.50
		17	273.46	61.55%	168.31
		18	77.98	61.55%	48.00
		19	156.58	61.55%	96.37
		20	508.88	61.55%	313.22

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2013	21	350.90	61.55%	215.98
		22	317.51	61.55%	195.43
		23	238.12	61.55%	146.56
		24	99.22	61.55%	61.07
		25	39.69	61.55%	24.43
		26	317.50	61.55%	195.42
			4,756.14		\$2,927.41
FOUNTAIN, AUDRA	2013	06	1,075.04	61.55%	661.69
		07	734.19	61.55%	451.89
		08	603.43	61.55%	371.41
		09	236.78	61.55%	145.74
		10	197.33	61.55%	121.46
			2,846.77		\$1,752.19
HIGGINS-COLTRAIN, KATRINA	2013	24	31.75	61.55%	19.54
			31.75		\$19.54
KUDLA-SHADE, COURTNEY	2013	06	61.88	61.55%	38.09
		07	30.97	61.55%	19.06
			92.85		\$57.15
MCCLURG, RENA	2013	06	128.11	61.55%	78.85
		07	64.05	61.55%	39.42
		13	64.12	61.55%	39.47
		18	126.65	61.55%	77.95
			382.93		\$235.69
MCKINNEY, JASON	2013	01	12.73	61.55%	7.84

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
MCKINNEY, JASON	2013	05	25.48	61.55%	15.68
		12	25.54	61.55%	15.72
			63.75		\$39.24
MILBURN, ANNA	2013	03	1,073.53	61.55%	660.76
			536.78	61.55%	330.39
		04	201.29	61.55%	123.89
		05	1,039.98	61.55%	640.11
			2,851.58		\$1,755.15
RAGON, CAROLYN	2013	08	136.94	61.55%	84.29
		09	498.17	61.55%	306.62
		10	309.21	61.55%	190.32
			944.32		\$581.23
RAUSCHER, JON	2013	05	36.75	61.55%	22.62
			36.75		\$22.62
SHEWMAKE, KENNETH	2013	03	1,146.03	61.55%	705.38
		04	701.93	61.55%	432.04
		05	272.18	61.55%	167.53
			2,120.14		\$1,304.95
Total Fiscal Year 2013 Payroll Direct Costs:			18,898.72		\$11,632.19

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CASANOVA, RAFAEL	0SRNCB	10/02/2012	43.50	61.55%	26.77
			43.50		\$26.77
Total Fiscal Year 2013 Travel Direct Costs:			43.50		\$26.77

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	29	10/05/2012	2,363.61	2,025.20	61.55%	2,701.31
	30	11/07/2012	1,098.68	941.38	61.55%	1,255.66
	32A	01/22/2013	70.64	60.53	61.55%	80.74
	32	02/05/2013	780.43	668.69	61.55%	891.93
	33	02/05/2013	24.09	20.64	61.55%	27.53
		03/12/2013	860.31	737.14	61.55%	983.23
	34	03/13/2013	21.19	18.16	61.55%	24.22
	35	04/10/2013	253.45	217.16	61.55%	289.66
	34	04/10/2013	265.20	227.23	61.55%	303.09
	35	05/09/2013	53.04	45.45	61.55%	60.62
	36	05/09/2013	4,091.99	3,506.12	61.55%	4,676.64
	37	05/22/2013	180.85	154.96	61.55%	206.69
	38	06/05/2013	68.60	58.78	61.55%	78.40
	39	07/11/2013	72.50	62.12	61.55%	82.86
			10,204.58	8,743.56		\$11,662.58
V96666102	742677375A	12/31/2012	1,685.00	0.00	61.55%	1,037.12
		01/31/2013	1,762.00	0.00	61.55%	1,084.51
		02/28/2013	870.00	0.00	61.55%	535.49
		04/30/2013	1,096.00	0.00	61.55%	674.59

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666102	742677375A	09/27/2013	325.00	0.00	61.55%	200.04
			5,738.00	0.00		\$3,531.75
Total Fiscal Year 2013 Other Direct Costs:			15,942.58	8,743.56		\$15,194.33
Total Fiscal Year 2013:			43,628.36			\$26,853.29

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2014	14	73.52	64.12%	47.14
		15	183.83	64.12%	117.87
		16	612.72	64.12%	392.88
		18	257.35	64.12%	165.01
			1,127.42		\$722.90
CASANOVA, RAFAEL	2014	10	0.00	64.12%	0.00
		13	0.00	64.12%	0.00
			0.00		\$0.00
COMPTON, JOSEPH	2014	03	198.43	64.12%	127.23
		05	317.50	64.12%	203.58
		06	115.08	64.12%	73.79
		08	39.69	64.12%	25.45
		10	200.63	64.12%	128.64
		11	441.39	64.12%	283.02
		13	120.39	64.12%	77.19
		14	282.51	64.12%	181.15
		15	260.82	64.12%	167.24

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2014	16	682.15	64.12%	437.39
		18	80.25	64.12%	51.46
		19	722.27	64.12%	463.12
		20	40.14	64.12%	25.74
		21	160.51	64.12%	102.92
		22	40.14	64.12%	25.74
		23	561.75	64.12%	360.19
		25	160.51	64.12%	102.92
			<u>4,424.16</u>		<u>\$2,836.77</u>
JOHNSON, DAWN	2014	21	38.56	64.12%	24.72
		27	19.29	64.12%	12.37
			<u>57.85</u>		<u>\$37.09</u>
MCCLURG, RENA	2014	17	0.00	64.12%	0.00
			<u>0.00</u>		<u>\$0.00</u>
MCKINNEY, JASON	2014	23	13.34	64.12%	8.55
			<u>13.34</u>		<u>\$8.55</u>
PEREZ, MYRA	2014	23	367.20	64.12%	235.45
			<u>367.20</u>		<u>\$235.45</u>
RAGON, CAROLYN	2014	16	0.00	64.12%	0.00
			<u>0.00</u>		<u>\$0.00</u>
SHEWMAKE, KENNETH	2014	05	0.00	64.12%	0.00
		06	0.00	64.12%	0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
SHEWMAKE, KENNETH	2014	18	107.45	64.12%	68.90
			107.45		\$68.90
Total Fiscal Year 2014 Payroll Direct Costs:			6,097.42		\$3,909.66

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	42	10/21/2013	38.79	33.24	64.12%	46.19
	41	11/07/2013	444.83	381.14	64.12%	529.61
	43	11/14/2013	37.09	31.78	64.12%	44.16
	44	12/10/2013	10.91	9.35	64.12%	12.99
	45	01/08/2014	18.19	15.59	64.12%	21.66
		02/07/2014	1,393.32	1,193.83	64.12%	1,658.88
	47	03/13/2014	3.64	3.12	64.12%	4.33
	48	04/08/2014	69.54	59.58	64.12%	82.79
	49	05/15/2014	10.91	9.35	64.12%	12.99
	51	06/04/2014	15.85	13.58	64.12%	18.87
	52	07/10/2014	79.25	67.90	64.12%	94.35
	53	08/18/2014	145.62	124.77	64.12%	173.37
			2,267.94	1,943.23		\$2,700.19
V96666102	742677375A	11/22/2013	19.00	0.00	64.12%	12.18
		11/27/2013	225.00	0.00	64.12%	144.27
		01/10/2014	38.00	0.00	64.12%	24.37
		02/21/2014	36.00	0.00	64.12%	23.08
		03/28/2014	145.00	0.00	64.12%	92.97
		04/30/2014	20.00	0.00	64.12%	12.82
		06/27/2014	440.00	0.00	64.12%	282.13
		08/28/2014	2,251.00	0.00	64.12%	1,443.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666102	742677375A	09/22/2014	570.00	0.00	64.12%	365.48
			3,744.00	0.00		\$2,400.64
Total Fiscal Year 2014 Other Direct Costs:			6,011.94	1,943.23		\$5,100.83
Total Fiscal Year 2014:			14,052.59			\$9,010.49

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
CAPUYAN, STEPHEN	2015	05	78.66	66.30%	52.15
		11	185.54	66.30%	123.01
			264.20		\$175.16
COMPTON, JOSEPH	2015	01	0.00	66.30%	0.00
		02	0.00	66.30%	0.00
		04	0.00	66.30%	0.00
		05	0.00	66.30%	0.00
		06	0.00	66.30%	0.00
		07	141.82	66.30%	94.03
		08	121.57	66.30%	80.60
		09	206.44	66.30%	136.87
		10	209.90	66.30%	139.16
		11	251.89	66.30%	167.00
		12	545.75	66.30%	361.83
		13	125.94	66.30%	83.50
		15	209.90	66.30%	139.16
		16	125.95	66.30%	83.50
		19	83.97	66.30%	55.67
		26	167.93	66.30%	111.34

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
COMPTON, JOSEPH	2015	27	167.93	66.30%	111.34
			2,358.99		\$1,564.00
CONTRERAS, ROBERT	2015	08	0.00	66.30%	0.00
			0.00		\$0.00
JOHNSON, DAWN	2015	01	0.00	66.30%	0.00
		03	77.87	66.30%	51.63
		09	39.35	66.30%	26.09
		23	19.67	66.30%	13.04
		26	78.68	66.30%	52.16
			215.57		\$142.92
MILBURN, ANNA	2015	12	0.00	66.30%	0.00
			0.00	66.30%	0.00
		13	0.00	66.30%	0.00
			0.00	66.30%	0.00
		14	0.00	66.30%	0.00
		15	0.00	66.30%	0.00
		17	285.03	66.30%	188.97
			285.03		\$188.97
Total Fiscal Year 2015 Payroll Direct Costs:			3,123.79		\$2,071.05

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	54	10/06/2014	37.47	32.11	66.30%	46.13

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	55	10/06/2014	150.62	129.05	66.30%	185.42
	56	11/12/2014	65.23	55.89	66.30%	80.30
	57	12/18/2014	75.16	80.50	66.30%	103.20
	58	01/14/2015	87.10	93.29	66.30%	119.60
	59	02/25/2015	117.02	125.33	66.30%	160.68
	60	03/18/2015	45.83	49.09	66.30%	62.93
	59	03/19/2015	112.55	120.54	66.30%	154.54
	60	04/14/2015	16.08	17.22	66.30%	22.08
	61	05/18/2015	1,507.25	1,614.31	66.30%	2,069.59
	62	05/20/2015	265.37	284.22	66.30%	364.38
		06/12/2015	2,270.95	2,432.26	66.30%	3,118.23
	63	07/09/2015	4,376.29	4,687.14	66.30%	6,009.05
	64A	08/13/2015	421.50	451.44	66.30%	578.76
			9,548.42	10,172.39		\$13,074.89
V96666103	742677375A	10/29/2014	20.00	0.00	66.30%	13.26
		12/08/2014	760.00	0.00	66.30%	503.88
		02/25/2015	224.00	0.00	66.30%	148.51
		03/23/2015	870.00	0.00	66.30%	576.81
		05/04/2015	383.00	0.00	66.30%	253.93
			2,257.00	0.00		\$1,496.39
Total Fiscal Year 2015 Other Direct Costs:			11,805.42	10,172.39		\$14,571.28
Total Fiscal Year 2015:			25,101.60			\$16,642.33

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
CAPUYAN, STEPHEN	2016	04	0.00	47.09%	0.00
			0.00		\$0.00
COMPTON, JOSEPH	2016	02	42.13	47.09%	19.84
		04	210.69	47.09%	99.21
		05	145.37	47.09%	68.45
		06	140.92	47.09%	66.36
		07	526.73	47.09%	248.04
		08	105.35	47.09%	49.61
		09	321.62	47.09%	151.45
		10	128.65	47.09%	60.58
		11	128.64	47.09%	60.58
		12	257.29	47.09%	121.16
		14	343.06	47.09%	161.55
		15	128.66	47.09%	60.59
		16	557.46	47.09%	262.51
		18	235.84	47.09%	111.06
		19	42.88	47.09%	20.19
		20	257.29	47.09%	121.16
			3,572.58		\$1,682.34
COOK, BRENDA	2016	08	0.00	47.09%	0.00
			0.00		\$0.00
GREENWELL, DEBORAH	2016	12	0.00	47.09%	0.00
		27	17.55	47.09%	8.26
			17.55		\$8.26
JOHNSON, DAWN	2016	07	0.00	47.09%	0.00
		15	82.62	47.09%	38.91

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
JOHNSON, DAWN	2016	17	0.00	47.09%	0.00
			82.62		\$38.91
MCKINNEY, JASON	2016	13	0.00	47.09%	0.00
		20	27.75	47.09%	13.07
			27.75		\$13.07
MILBURN, ANNA	2016	13	0.00	47.09%	0.00
		14	0.00	47.09%	0.00
			0.00	47.09%	0.00
			0.00		\$0.00
SANCHEZ, CARLOS	2016	14	0.00	47.09%	0.00
		15	0.00	47.09%	0.00
		16	0.00	47.09%	0.00
		24	148.07	47.09%	69.73
		25	148.08	47.09%	69.73
			296.15		\$139.46
VILLARREAL, CHRISTOPHER	2016	14	0.00	47.09%	0.00
			0.00		\$0.00
Total Fiscal Year 2016 Payroll Direct Costs:			3,996.65		\$1,882.04

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPW10011	68	11/13/2015	16.46	17.63	47.09%	16.05

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW10011	69	12/14/2015	8.23	7.05	47.09%	7.20
	71	03/11/2016	18.74	16.06	47.09%	16.39
	74	04/29/2016	103.37	88.57	47.09%	90.38
	75	06/07/2016	63.14	54.10	47.09%	55.21
	76	07/11/2016	21.74	18.63	47.09%	19.01
	79	09/28/2016	21.00	17.99	47.09%	18.36
	78	09/28/2016	18.74	16.06	47.09%	16.39
			271.42	236.09		\$238.99
V96666103	742677375A	09/28/2016	721.00	0.00	47.09%	339.52
			721.00	0.00		\$339.52
Total Fiscal Year 2016 Other Direct Costs:			992.42	236.09		\$578.51
Total Fiscal Year 2016:			5,225.16			\$2,460.55

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
GREENWELL, DEBORAH	2017	15	8.97	47.16%	4.23
			8.97		\$4.23
SANCHEZ, CARLOS	2017	15	0.00	47.16%	0.00
			0.00	47.16%	0.00
			0.00		\$0.00

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
STANKOSKY, LAURA	2017	02	0.00	47.16%	0.00
			0.00		\$0.00
TWINE, DYIANN	2017	19	0.00	47.16%	0.00
			0.00		\$0.00
Total Fiscal Year 2017 Payroll Direct Costs:			8.97		\$4.23

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPS51701	1	06/22/2017	556.04	190.19	47.16%	351.92
	2	06/28/2017	64.55	22.08	47.16%	40.85
	3	07/24/2017	64.55	22.08	47.16%	40.85
	4	08/18/2017	368.34	125.99	47.16%	233.13
	5	09/07/2017	73.13	25.01	47.16%	46.28
			1,126.61	385.35		\$713.03
EPW10011	80	10/31/2016	39.66	33.98	47.16%	34.73
			39.66	33.98		\$34.73
V96666103	742677375A	10/24/2016	771.00	0.00	47.16%	363.60
		01/09/2017	2,960.00	0.00	47.16%	1,395.94
		01/31/2017	478.00	0.00	47.16%	225.42
		03/08/2017	1,919.00	0.00	47.16%	905.00
		03/28/2017	664.00	0.00	47.16%	313.14
		06/13/2017	762.00	0.00	47.16%	359.36

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	06/23/2017	2,701.00	0.00	47.16%	1,273.79
			10,255.00	0.00		\$4,836.25
Total Fiscal Year 2017 Other Direct Costs:			11,421.27	419.33		\$5,584.01
Total Fiscal Year 2017:			11,849.57			\$5,588.24

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		05/16/2018	-14,990.00	0.00	60.71%	-9,100.43
			-14,990.00	0.00		\$-9,100.43
EPS51701	6	10/03/2017	87.43	29.91	60.71%	71.24
	7	11/15/2017	9.80	3.35	60.71%	7.98
	8	12/08/2017	639.40	218.70	60.71%	520.95
	9	01/18/2018	251.50	86.02	60.71%	204.91
	10	02/13/2018	468.92	160.39	60.71%	382.05
	11	03/19/2018	158.57	54.24	60.71%	129.20
	12	03/28/2018	120.75	41.30	60.71%	98.38
	13	04/10/2018	632.96	216.50	60.71%	515.71
	14	05/14/2018	779.13	266.50	60.71%	634.80
	15	06/08/2018	26.75	9.15	60.71%	21.79
	16	07/12/2018	294.15	100.61	60.71%	239.66
	17	08/10/2018	231.56	79.20	60.71%	188.66
			3,700.92	1,265.87		\$3,015.33
V96666103	742677375A	10/24/2017	8,330.00	0.00	60.71%	5,057.14
		10/27/2017	6,660.00	0.00	60.71%	4,043.29

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	11/30/2017	3,785.00	0.00	60.71%	2,297.87
		07/30/2018	5,393.00	0.00	60.71%	3,274.09
		09/27/2018	12,280.00	0.00	60.71%	7,455.19
			36,448.00	0.00		\$22,127.58
Total Fiscal Year 2018 Other Direct Costs:			25,158.92	1,265.87		\$16,042.48
Total Fiscal Year 2018:			26,424.79			\$16,042.48

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/18/2019	-14,787.00	0.00	53.75%	-7,948.01
			-5,393.00	0.00	53.75%	-2,898.74
			-1,412.09	0.00	53.75%	-759.00
			-258.31	0.00	53.75%	-138.84
			-625.71	0.00	53.75%	-336.32
			-22,476.11	0.00		\$-12,080.91
EPS51701	19	10/05/2018	154.60	52.88	53.75%	111.52
	20	11/06/2018	28.47	9.74	53.75%	20.54
	21	12/03/2018	48.21	16.49	53.75%	34.78
			780.05	266.81	53.75%	562.69
	22	01/28/2019	597.24	204.28	53.75%	430.82
	23	02/19/2019	1,194.91	408.72	53.75%	861.95
	24	03/28/2019	101.39	34.68	53.75%	73.14
	25	04/10/2019	258.00	88.25	53.75%	186.11
	26	05/06/2019	357.37	122.24	53.75%	257.79
			836.94	286.27	53.75%	603.73
	27	06/04/2019	1,482.49	507.08	53.75%	1,069.39

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	27	06/04/2019	836.94	286.27	53.75%	603.73
		06/06/2019	17.81	6.09	53.75%	12.85
	28	07/02/2019	922.37	315.49	53.75%	665.35
			1,808.04	618.43	53.75%	1,304.23
	29	08/02/2019	29.28	10.02	53.75%	21.12
			395.98	135.44	53.75%	285.64
	30	09/09/2019	120.91	41.36	53.75%	87.22
			21.96	7.51	53.75%	15.84
			9,992.96	3,418.05		\$7,208.44
EPS51702	1-15	01/28/2019	1,927.74	0.00	53.75%	1,036.16
	1-16	02/11/2019	1,589.48	0.00	53.75%	854.35
	1-19	05/08/2019	1,673.54	0.00	53.75%	899.53
	1-20	06/05/2019	624.27	0.00	53.75%	335.55
	1-21	07/01/2019	66.03	0.00	53.75%	35.49
	1-22	08/12/2019	39.62	0.00	53.75%	21.30
	1-23	09/11/2019	269.96	0.00	53.75%	145.10
			6,190.64	0.00		\$3,327.48
V96666103	742677375A	10/29/2018	1,572.00	0.00	53.75%	844.95
		11/29/2018	603.00	0.00	53.75%	324.11
		12/26/2018	138.00	0.00	53.75%	74.18
		02/06/2019	194.00	0.00	53.75%	104.28
		02/26/2019	129.00	0.00	53.75%	69.34
		08/20/2019	6,809.00	0.00	53.75%	3,659.84
		08/27/2019	586.00	0.00	53.75%	314.98

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
V96666103	742677375A	09/25/2019	885.00	0.00	53.75%	475.69
			10,916.00	0.00		\$5,867.37
Total Fiscal Year 2019 Other Direct Costs:			4,623.49	3,418.05		\$4,322.38
Total Fiscal Year 2019:			8,041.54			\$4,322.38

TRAVEL DIRECT COSTS

Traveler/Vendor Name	Travel Number	Treasury Schedule Date	Travel Costs	Ind. Rate (%)	Indirect Costs
AMMON, DOUGLAS C.	TAA07YYA	01/14/2020	3.62	53.75%	1.95
			42.66	53.75%	22.93
			46.28		\$24.88
WILSON, KARL	TAA07YU5	01/13/2020	44.45	53.75%	23.90
			9.36	53.75%	5.03
			53.81		\$28.93
Total Fiscal Year 2020 Travel Direct Costs:			100.09		\$53.81

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/23/2020	-9,573.00	0.00	53.75%	-5,145.49
			-155.53	0.00	53.75%	-83.60

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
		04/23/2020	-375.18	0.00	53.75%	-201.66
			-10,103.71	0.00		\$-5,430.75
EPS51701	31	10/07/2019	431.69	147.66	53.75%	311.40
			-120.91	-41.36	53.75%	-87.22
			120.91	41.36	53.75%	87.22
		10/08/2019	497.76	170.26	53.75%	359.06
	32	11/01/2019	129.87	44.42	53.75%	93.68
	00033	12/12/2019	9.18	3.14	53.75%	6.62
	34	01/09/2020	16.48	5.64	53.75%	11.89
	00035	02/10/2020	81.28	27.80	53.75%	58.63
	EPS51701_37_00001	03/27/2020	61.74	21.12	53.75%	44.54
	EPS51701_39_00003	04/02/2020	34.10	11.66	53.75%	24.60
	EPS51701_38_00001	04/02/2020	43.80	14.98	53.75%	31.59
	EPS51701_40_00003	05/05/2020	5,034.60	1,722.07	53.75%	3,631.71
	EPS51701_39_00001	05/11/2020	129.11	44.16	53.75%	93.13
	EPS51701_40_00001	06/04/2020	26.46	9.05	53.75%	19.09
	EPS51701_42_00003	07/10/2020	11.29	3.86	53.75%	8.14
	EPS51701_43_00003	08/13/2020	1,401.43	479.35	53.75%	1,010.92
	EPS51701_42_00001	08/13/2020	172.95	59.16	53.75%	124.76
	EPS51701_44_00003	09/03/2020	719.32	246.04	53.75%	518.88
			8,801.06	3,010.37		\$6,348.64
EPS51702	1-24	10/01/2019	2,493.20	0.00	53.75%	1,340.10
	1-25	11/07/2019	3,337.95	0.00	53.75%	1,794.15
	1-26	12/11/2019	1,251.02	0.00	53.75%	672.42
	1-27	01/08/2020	337.45	0.00	53.75%	181.38
	1-29	03/19/2020	50.61	0.00	53.75%	27.20
	1-31	04/07/2020	53.81	0.00	53.75%	28.92

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51702	0001-33	06/03/2020	151.29	0.00	53.75%	81.32
			7,675.33	0.00		\$4,125.49
V96666103	742677375A	10/28/2019	1,259.00	0.00	53.75%	676.71
		11/20/2019	34.00	0.00	53.75%	18.28
		05/13/2020	113.00	0.00	53.75%	60.74
		05/18/2020	153.00	0.00	53.75%	82.24
		06/30/2020	1,736.00	0.00	53.75%	933.10
		07/28/2020	688.00	0.00	53.75%	369.80
			3,983.00	0.00		\$2,140.87
Total Fiscal Year 2020 Other Direct Costs:			10,355.68	3,010.37		\$7,184.25
Total Fiscal Year 2020:			13,466.14			\$7,238.06

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	EPS51701_45_00003	10/06/2020	204.00	69.78	53.75%	147.16
	EPS51701_44_00001	10/06/2020	92.61	31.68	53.75%	66.81
	EPS51701_45_00001	11/05/2020	184.49	63.10	53.75%	133.08
	EPS51701_45_00005	11/05/2020	814.32	278.54	53.75%	587.41
	EPS51701_46_00001	12/09/2020	101.64	34.77	53.75%	73.32
	EPS51701_46_00005	12/09/2020	1,379.82	471.96	53.75%	995.33
	EPS51701_47_00005	01/04/2021	1,888.75	646.04	53.75%	1,362.45
	EPS51701_47_00001	01/04/2021	9.46	3.24	53.75%	6.83
	EPS51701_48_00001	02/03/2021	45.83	15.68	53.75%	33.06
	EPS51701_48_00005	02/03/2021	16.72	5.72	53.75%	12.06
	EPS51701_49_00001	03/10/2021	17.00	5.81	53.75%	12.26

Reconciliation Pending

EPA Indirect Costs

BRINE SERVICE COMPANY, CORPUS CHRISTI, TX SITE ID = 06 JY

UNRECONCILED COST FROM INCEPTION THROUGH 06/11/2021

REASON SPECIAL NOTICE LETTER T COSTS ONLY REPORT

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPS51701	EPS51701_52_00001	05/03/2021	21.90	7.49	53.75%	15.80
			4,776.54	1,633.81		\$3,445.57
EPS51702	0001-38	11/06/2020	38.44	0.00	53.75%	20.66
	0001-39	11/25/2020	337.43	0.00	53.75%	181.37
	0001-40	12/31/2020	92.79	0.00	53.75%	49.87
	0001-41	02/09/2021	8.44	0.00	53.75%	4.54
	0001-42	03/10/2021	118.10	0.00	53.75%	63.48
			595.20	0.00		\$319.92
V01F82601	742677375A	10/27/2020	1,054.00	0.00	53.75%	566.53
		12/11/2020	98.00	0.00	53.75%	52.68
		03/09/2021	28.00	0.00	53.75%	15.05
			1,180.00	0.00		\$634.26
Total Fiscal Year 2021 Other Direct Costs:			6,551.74	1,633.81		\$4,399.75
Total Fiscal Year 2021:			8,185.55			\$4,399.75
Total EPA Indirect Costs						\$485,049.19

Enclosure D

List of Potentially Responsible Parties

Brine Service Company, Inc. Superfund Site
Corpus Christi, Nueces County, Texas

Enclosure D

List of Potentially Responsible Parties

Special Notice Letter

Brine Service Company, Inc. Superfund Site

Corpus Christi, Nueces County, Texas

1. Anadarko E&P Company LP
1201 Lake Robbins Drive
The Woodlands, Texas 77380
2. Conoco Phillips Company
925 N. Eldridge Pkwy.
Houston, Texas 77079
3. El Paso Merchant Energy-Petroleum Company
1001 Louisiana St.
Houston, Texas 77002
4. Hess Corporation
1185 Avenue of the Americas
New York, New York 10036
5. Sunoco, Inc. (R&M)
3801 West Chester Pike
Newtown Square, Pennsylvania 19073
6. Texaco, Inc.
6001 Bollinger Canyon Road
San Ramon, California 94583
7. Boomerang Corporation
5018 Oak Bend Circle
Denton, Texas 76208
8. Brine Service Company
325 Southern Minerals Rd.
Corpus Christi, TX 78409

9. The Goodyear Tire and Rubber Company
200 E Innovation Way
Akron, Ohio 44316
10. John Altaire Coil
3379 Townsend Drive
Dallas, Texas 75229
11. John Deric and Caitlyn O. Coil 1995 Irrevocable Trust
Katherine Dagnino, Trustee
P.O. Box 114
Lewisville, Texas 75067
12. Robert R. Sanchez
7450 Interstate 37 Access Rd.
Corpus Christi, Texas 78410

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City, State, ZIP+4

Anadarko E&P Company LP
1201 Lake Robbins Drive
The Woodlands, TX 77380

08/02/2021